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No. 51] NEW DELHI, SATURDAY, DECEMBER 21, 1991/AGRAHAYANA 30, 1913

इस भाग में भिन्न वृष्ट संख्या की जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

विधि एवं न्याय मंत्रालय
(विधि कार्य विभाग)

सूचना

नई दिल्ली, 27 नवम्बर, 1991

का.आ. 3093:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री चेकुरी श्रीपथी राव एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सूर्याशोपेट विजयवाड़ा में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास प्रेषित जाए।

[सं. 5 (104)/91-न्या.]

पो.सं. कण्ठन, सक्षम प्राधिकारी

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

NOTICE

New Delhi, the 27th November, 1991

S.O. 3093.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, Rules 1956, that application has been made to the said Authority, under

rule 4 of the said Rules, by Shri Chekuri Sripathi Rao Advocate for appointment as a Notary to practise in Suryasopet, Vijayavada.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(104)/91-Judl.]

P. C. KANAN, Competent Authority.

विधि मंत्रालय

(विधि कार्य विभाग)

(वैकिक प्रमाण)

नई दिल्ली, 27 नवम्बर, 1991

का.आ. 3094:—वैकिक न्याय विनियमन अधिनियम, 1949 (1949 का 10) का धारा 51 द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक का सिकागिर्शों पर एग्रेडेशन घोषणा करती है कि उक्त अधिनियम का धारा 10-ख के उप-धारा (1) एवं (2) के उपबन्ध सांगली बैंक लिमिटेड, सांगली पर 1 दिसम्बर, 1991 से 29 फरवरी 1992 को तान माह का प्रवधि के लिए या नग अध्यादेश एवं मुख्य कार्यपालक अधिकारी के पदभार ग्रहण करने तक इनमें से जो भी पहले हो लागू नहीं होंगे।

[संख्या 15/3/91-वै.अं. III (ii)]

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 27th November, 1991

S.O. 3094.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of Section 10B of the said Act, shall not apply to the Sangli Bank Limited, Sangli for a period of three months from 1st December, 1991 to 29th February 1992 or till the new Chairman and Chief Executive Officer takes charge, whichever is earlier.

[No. 15/3/91-B.O. III(i)]

का.आ. 3095—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सफारिशों पर एनद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख की उप-धारा (9) के अन्वय सांगली बैंक लिमिटेड, सांगली पर 1 दिसम्बर 1991 से 29 फरवरी

1992 तक अधिकांश बैंक के नए अध्यक्ष की नियुक्ति होने तक इन में से औपरी पहले दो उस समा तक लागू नहीं होंगे जहाँ तक बैंक की चार महीने में अधिक के बास्ते अध्यक्ष एवं मुख्य कार्यपालक अधिकारी का काम करने के लिए किसी व्यक्ति की नियुक्ति करने की छूट प्राप्त है।

[स. 15/3/91-वा.आ.-III (ii)]

के.के. मंगल, अवर सचिव

S.O. 3095.—In exercise of the powers conferred by Section 54 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on recommendations of the Reserve Bank of India hereby declares that the provisions of sub-sections (9) of Section 10B of the said Act, shall not, to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding four months, apply to the Sangli Bank Limited, Sangli from 1st December 1991 to 29th February 1992 or till the new Chairman and Chief Executive Officer takes charge whichever is earlier.

[No. 15/3/91-B.O.II(ii)]

K. K. MANGAL, Under Secy.

साथ एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 नवम्बर, 1991

का. आ. 3096—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1985 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एनद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	वैधता की अवधि	लाइसेंसधारी का नाम और पता	लाइसेंस के अधीन प्रक्रिया वस्तु सम्बद्ध भारतीय मानक की संख्या
(1)	(2)	(3)	(4)	(5)
			अगस्त 1991 में स्वीकृत लाइसेंस	
1.	2268153	91-08-16	आरित्य इंडस्ट्रीज, 81 ओल्ड भारीपल्ली, मिकंडाबाद 500026	कमरा एयरकंडीशनर आईएस 01 391:71
2.	2268254	91-08-16	हिमालय प्लास्टिक प्रा. लि., रा. - दिमोनाघाट, जि. - मोलन (हि. प्र.)	एच डी पी ई पाइप, श्रेणी 2,3,4 आईएस: 04984-87 और 5 साइज 110 मिमी केवल
3.	2268355	91-08-01	प्रिया क्ले (प्रा.) लि., रोहतक-जीव रोड, जिला अफराबाद जि.-जींद (हरियाणा)	स्टोन बेस्ड पाइप, सोड ए और रोड आईएस: 00651-80 एच सीडी पाइप साइज 100 मिमी से 300 मिमी तक
4.	2268456	91-08-16	करतार मेसिनरूम, रा. - गोडियापुर, डा. - संधावा, भासाना, जि. - जालंधर, (पंजाब)	एम बी आई पाइप फिटिंग आईएस: 01879-87
5.	2268557	91-08-16	कौशलजंद बोहरा एंड कं. मुभायनगर, सोडल रोड, इंड. एरिया, जालंधर शहर	एम बी आई पाइप फिटिंग आईएस: 01879-87
6.	2268658	91-08-16	गाजियाबाद प्लास्टिक्स (प्रा.) लि., ई-126 बुलंदशहर रोड, इंडसाइड नं. 1, गाजियाबाद	एच डी पी ई पाइप, श्रेणी 1 से 5 तक आईएस: 04984-87 साइज 110 मिमी तक

(1)	(2)	(3)	(4)	(5)	(6)
7.	2268759	91-08-16	एम. जे. पटेल एंड कं., सी/38 जी ग्राई डी सी एस्टेट, औध, अहमदबाद 382115	साफ, ठोड़े पानी ताजे के लिए निमज्जय पम्पमैट माडल एपीयू 65/5 (150×50 मिमी)	आई एम : 08034-89
8.	2268860	91-08-16	नर्मदा सीमेंट कं. लि., मीडाला पोर्ट, सुरत 395007	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एम : 08112-89
9.	2268961	91-08-16	अजीत डाल एंड स्टील मिल, मंडी गोबिन्द शङ्कर	वेल्डनीय संरचना इस्पात ग्रेड 410 डब्लू ए. सेक्शन एक समान एंगल साइज रेंज एल 75×75×6 मिमी तक	आई एम : 02062-84
10.	2269054	91-08-01	स्वास्तिक फेब्रिकेशन एंड ड्राफ्ट मेक्युफैक्चर, जीआईडीसी II, प्लॉट नं. 1203 जूनागढ़	जल कल प्रयोजनों के लिए साइज 50 मिमी से 200 मिमी श्रेणी पीएन 1 से पीएन 1.6	आई एम : 00780-84
11.	2269155	91-08-16	डेपेडा इलेक्ट्रिक कारपो., 110 पंजाबी इंड एस्टेट, खोपाल पोखरण रोड नं. 1, ठाणे 400601	मर्बो मोटर प्रचलित स्वाचालित बोल्डना संशोधक, 2.5 कि.मी. से से 400 कि.मी तक, 3 फेज	आई एम : 09815-89
12.	2269256	91-08-16	संविजय रिगोविय एंड इंजी बर्क्स प्रा. लि., एफ.-16 एमआईडीसी, हिंगाना रोड, नागपुर 440016	संरचना इस्पात (मानक किस्म)	आई एम : 00226-75
13.	2269357	91-08-16	बडोदा इलेक्ट्रिक मोटर्स प्रा. लि., विट्ठल उद्योग नगर, जि.-खेरा, (गुजरात)	एक फेज सम्पूर्ण धारा वाट घं. मोटर श्रेणी 2, 240 वा, टाइप 0, 2.5 10 एम्प और 5 20 एम्प	आई एम : 00722-77
14.	2269458	91-08-16	जी.बी.इंजी. बर्क्स, 231 दादा कालोनी इंड. एरिया, आनघर 144004	एमआईसी पाइप फिटिंग, एक समान एल्बो टी, माकेट और यूनियन, साइज-1/2 से 2 तक	आई एम : 01879-87
15.	2269559	91-08-16	बंटी गुडन (इंडिया) प्रा. लि., प्लॉट नं. ए-66 आनंद नगर, एडीशनल, अंबर नाथ एमआईडीसी, जि.-ठाणे	बिस्कुट, किस्म-ग्लूकोज	आई एम : 01011-81
16.	2269660	91-08-16	अंशु इलेक्ट्रोटेक्नीक्स प्रा. लि., डी-57 फ्लैटिंग फेक्ट्री काम्प्लेक्स, रानी छासी रोड, दिल्ली-110055	इलेक्ट्रॉनिक टाइप पंखा रेगुलेटर, 100 वा और 300 वा, एक फेजी 230 वॉ.	आई एम : 11037-84
17.	2269761	91-08-16	कृष्णा कंस्ट्रिक्ट, राम.-मेहरा, थाणा-धनूरा, इंडस्ट्रियल एरिया के पास, गोरखपुर रोड देवरिया (उ.प्र.)	कंस्ट्रिक्ट पाइप, श्रेणी एन पी-2 साइज 150 मिमी, 600 मिमी और 900 मिमी से 1200 मिमी तक श्रेणी एनपी 3, साइज 450 और 600 और 900 मिमी	आई एम : 00458-71
18.	2269862	91-08-16	राजेश मेटल वर्क्स, 74/75 कैलाशनगर, प्रोतनगर रोड, इंड. एरिया, जालंधर	तांबे मिश्र धातु गेट वाल्व, श्रेणी 1, चूड़ी कटे मिरे, बोनट की चूड़ी से कसे, इंडीगरल बॉडी सीट ठामे बैज टाइप	आई एम : 00778-84
19.	2269963	91-08-16	ए.बी.इंजी. वर्क्स (प्रो.ए.बी.बालूबस (प्रा.) लि., 160, इंड एस्टेट, नूनबाई, आगरा 282006	जलकल प्रयोजनों के लिए स्क्रू वाल्व 80 मिमी पीएन 1.6	आई एम : 00780-84
20.	2270039	91-08-16	मुपर कंडक्टर्स, 33 जागरण भवन प्रेस काम्प्लेक्स, एम पी नगर, भोपाल, (म.प्र.)	शिरोपरि प्रेषण के लिए प्रस्तीकृत इस्पात प्रशस्तिन एल्यूमीनियम चालक	आई एम : 00398-76

(1)	(2)	(3)	(4)	(5)	(6)
21.	2270140	91-08-16	सैम केबल्स एंड कंस्ट्रक्शंस, प्रा.-शिमला पिस्टर, डा. नारायण पुर, (डा.-किच्छा पट्टपुर) जि. नैनीताल (उ.प्र.)	1100 बो तक कार्यकारी बोस्टला के लिए एल्युमीनियम बालको बाली कवचित और अकवचित पीवीसी रोधित (हैबी ड्यूटी) केवल	आई एस : 01554-88 भाग 01
22.	2270241	91-08-16	मूनिक टेलीकैब प्रा. लि., प्रा. वेजपुर, बबरपुर बाडर, दिल्ली 110044	1100 बो तक कार्यकारी बोस्टला के लिए तांबा चालकों वाली खोलदार और खोलरहित पीवीसी रोधित केवल	आई एस : 00694-77
23.	2270342	91-08-16	अधिका रिरोलिंग मिल्स, जी.डी.हार्ड स्कूल के पास, सेनपुर बोधा, नारोडा रोड, अहमदाबाद 382345	ब्रेडनीय संरचना इस्पात ग्रेड पबनाम एफई 410 डब्ल्यू ए एक समान एंगल, साइज : 75× 75×6 मिमी. तक	आई. एस. : 02060-84
24.	2270443	91-08-16	रोमेश पावर प्रॉक्टस प्रा. लि., बी-123, रोड नं. 9 ए, बी एक आई जयपुर	1100 बो तक कार्यकारी बोस्टला के लिए पी वी सी रोधित तांबा चालकों वाली खोलदार और खोलरहित केवल	आई ए : 00694-77
25.	2270544	91-08-16	आत्मा स्टील लि. सी-138-142 इंड. एरिया -1 बुलन्दशहर रोड, गाजियाबाद	सी ग्रार ग्रल्य कार्गन इस्पात बंदर और पतिया ग्रेड और डी, सतह फिनिश बमकीला, सतह टाइप पपड़ी रहित, चौड़ाई-700 मिमी तक	आई एस : 00513-86
26.	2270645	91-08-16	णारका इस्पात प्रा. लि., सी-1/1, एमआईडीसी एरिया, हिगना रोड, नागपुर 440016	धातु आर्क वेल्डिंग के इलेक्ट्रोड तार के लिए मृदु इस्पात रिमिंग गुणता, तार छड़ केवल	आई एस : 02879-75
27.	2270746	91-08-16	हिन्दुस्तान लैमीनेटर्स, 34 कोसीपुर रोड, कलकत्ता-700002	उर्वरक पैकिंग के लिए 380 ग्रामी 68×39 टारपुलिन कपड़े से उत्पादित परवार पटसन के कट्टे	आई एस : 07406-86 भाग : 02
28.	2270847	91-08-16	सूरजमल वैजनाथ, 1 रिवरसाइज रोड, गालीमार, हावड़ा	एचएस डी सरिए, ग्रेड एफई 415 आई एस : 01786-85 और एफ ई 500, साइज 8 से 32 मिमी (ग्रुप II)	
29.	2270948	91-08-16	प्रेसीडेंट इंडस्ट्रीज, सी-1/30/53/54, जी आई डी सी, फेज-III, नारोडा, अहमदाबाद-382310	मोनोकोटोफॉस 36% (द्र/द्र) एस एल आई एस : 08074-90 फार्मिलेशन केवल	
30.	2271041	91-08-16	प्रेसीडेंट इंडस्ट्रीज, सी-1/30/53/54, जी आई डी सी, फेज III, नारोडा, अहमदाबाद	कार्बोनायरीय शुष्क बीज उपचार 1% (द्र) फार्मिलेशन केवल	आई एस : 03294-84
31.	2271142	91-08-16	बी.डी.पाइप्स एंड कं., ब्लॉक एंड. एरिया, दुकली मधुबन, अग्रस्तला 799001	पेयजल आपूर्ति हेतु यूपी वी सी के पाइप श्रेणी 3, साइज 40 मिमी से 110 मिमी. तक	आई एन 04985-88
32.	2271243	91-08-16	बहुमुख स्टील प्रा. लि., 1119 किमी एनएच 31, अमीन गांव, गुवाहाटी, (असम) 781031	संरचना इस्पात में वेल्डन हेतु शूले बिलेट इंगट (साधारण किस्म) ग्रेड 1 और 2	आई एस 06915-78
33.	2271344	91-08-16	अग्रवाल हाउसेप्रय वर्क्स लि., 2 ईश्वर बटर्जी रोड, मोरीपुर, 24 परगना, (प. बं.)	केवल तार छड़ों को धातुआर्क वेल्डि इंग के लिए एलएग	आई एस : 02879 : 75

(1)	(2)	(3)	(4)	(5)	(6)
34.	2271445	91-08-16	फ्लेक्सोप्लेक्स पाइप लि., ए-1-ए-5, एमएमडीएम इंडस्ट्रियल, काम्प्लेक्स साराई मालाई नगर, बेंगलुरु ज़ि. (तमिल) 603229	पेयजल आपूर्ति हेतु यूपीबीसी पाइप	IS : 04985-88
35.	2271546	91-08-16	इंडस्ट्रियल एंड कैमिकल्स प्लॉट नं. 49 और 81, सिड्को इंड. एस्टेट, डिपको, रानीपेट 622403	क्विकलकॉम 25% (ब/ब) ईसी फार्मूलेशन केबल	IS : 08028-87
36.	2271647	91-08-16	इंडस्ट्रियल एंड कैमिकल्स, प्लॉट नं. 49 और 81 सिड्को इंड. एस्टेट, डिपको, रानीपेट 622403	बीएससी (एससीएन) 1.3 (ब/ब) ओ पी फार्मूलेशन केबल	IS : 00561-78
37.	2271748	91-08-16	इंडस्ट्रियल एंड कैमिकल्स, प्लॉट नं. 49 और 81, सिड्को इंड. एस्टेट, डिपको, रानीपेट 622403	एन्डोसल्फान 25% (ब/ब) ईसी फार्मूलेशन केबल	IS : 04323-80
38.	2271849	91-08-16	राजाराम स्टील इंडस्ट्रीज, ए-4, एम आई डी सी एरिया, हिंगना, नागपुर-440016	संरचना इस्पात (मानक किस्म)	IS 00226-75
39.	2271950	91-08-16	रीता रटील इंडस्ट्रीज, 251, 252, 253 स्माल फैक्ट्री एरिया, बगाइगंज, नागपुर	बेल्डनीय संरचना इस्पात ग्रेड पदनाम एफई 410 डब्ल्यू ए एक समान एंगल माइज 90×90×8 मिमी तक	IS : 02062-84
40.	2272043	91-08-16	वीनास इंजी. (प्रा.) लि. बी-34 एमआईडी सी, घुघस रोड, चन्द्रपुर (महा.)	बेल्डनीय संरचना इस्पात, ग्रेड पदनाम एफ ई 410 डब्ल्यू ए	IS : 02062-84
41.	2272144	91-08-16	ममसुख केबल्स एंड कंडक्टर्स प्रा. लि. 5 बीजू बिल्डिंग, खेड़ बाजार बेलगाम (कर्नाटक) 590002	शिरोपरि प्रयुक्त हेतु एल्यूमीनियम के खड़दार चालक	IS : 00398-76 भाग-01
42.	2272245	91-08-16	भोपाल वायर प्रा. लि., प्लॉट नं. 7, सेक्टर 1, इंडस्ट्रियल एरिया, गोविंदपुरा, भोपाल 462023	शिरोपरि प्रयुक्त हेतु एल्यूमीनियम के खड़दार चालक	IS : 00398-78 भाग -01
43.	2272346	91-08-16	जम्मु कश्मिर (प्रा.) लि. घा.-कैन्थपुर, जखमोरह, बागी ब्राह्मण, जम्मु जम्मु एवं काश्मीर	मक्खनिया दूध पाउडर (स्ट्रे शुल्लित) केबल	IS : 01165-86
44.	2272447	91-08-16	बी.के. सीमेंट प्राइवेट प्लॉट नं. 6, स्वीटा शुर्वा, शाहगंज-बुधान रोड, जोन पुर (उ.प्र.)	कंक्रीट की टाइल	IS : 00458-71
45.	2272548	91-08-16	कोणकटजूट लि., धन मंडल पर, जि.-कटक (उड़ीसा)	सीमेंट पैकिंग के लिए हल्के पटसन के कटटे	IS : 12154-87
46.	2272649	91-08-16	साकोडा (इंडिया) इंजी. प्रा. लि., जी-4, जी-1, आई-4, इंड. एस्टेट, कारकोणम 631005	हस्तचालित मपीडन नैपसैक छिड़काव यंत्र दाब नरोके रखने वाला, टंकी की धारिता 9, 12 और 14 लिटर	IS : 01970-82 भाग 01

(1)	(2)	(3)	(4)	(5)	(6)
47. 2272750	91-08-16	मुमेक्स केमिकल्स प्रा. लि., पो. बानस नं. 144, कोलापुर, बिखाला स्टेट हाइवे नं. 6, जि. - बलसाड, 396001	साइपर मेथरीन 25 : (ब/द) ईसी फार्मेशन केवल	IS : 12016-87	
48. 2272851	91-08-16	श्रीराम रेयन, श्री रामनगर, ईड, एरिया, कोटा (राज.) - 324004	नफनीकी ग्रेड कार्बन टेट्राक्लोराइड केवल	IS : 00718-77	
49. 2272932	91-08-16	मोनासेंटो केमिकल्स प्रा. लि. इंडिया लि., 50/51 लानाबाना इंड. एस्टेट, पो. बा. नं. 1, पुणे-410401	ट्राइएलिफ्ट 50/ (ब/द) ईसी फार्मेशन केवल	IS 09358 : 80	
50. 2273045	91-08-16	के.एस. धायल्य (प्रा.) लि., टिन कंटेनर डिवीजन इंड. एरिया, मुरैना (म.प्र.)	छाथ तेलों और बनस्पति हेतु 15 किग्रा. के लीकोर कनस्तर	IS 10325 : 89	
51. 2273146	91-07-16	कूल पावर वर्क्स, 364-ए, जिगाग दिल्ली, नई दिल्ली-110017	स्कूटर मोटर साइकिल और मोपेड सवारों के लिए रक्षी हैलमेट	IS 04151 : 82	
52. 2273247	91-09-01	रामू पाइप्स लि., काजिआपल्ली ग्राम, जिल्लागम मंडल, जिला मेडक, (आ.प्र.)	पेयजल हेतु यू पीवीसी ले पाइप, श्रेणी 2, साइज 63 मिमी. से 180 मिमी तक, सावासिने वाले	IS 04985 : 88	
53. 2273348	91-09-01	जैन मेटल प्रा. लि., बी-65, सेक्टर 8 नोएडा, गाजियाबाद- जिला गाजियाबाद-201301	शिरोपरि प्रेषण के लिए एल्युमीनियम के लइहार बालक	IS : 00398 : 76 भाग : 01	
54. 2274449	91-09-01	जैन मेटल प्रा. लि., बी-65, सेक्टर 8, नोएडा, जिला गाजियाबाद-201301	शिरोपरि प्रेषण के लिए जस्तीकृत इस्पात प्रबलित एल्युमीनियम के बालक	IS 00398 : 76 भाग : 02	
55. 2273550	91-09-01	दत्त एन्टरप्राइजेज, एफ-1/36, मुल्तानपुरी, दिल्ली-110 041	स्कूटर मोटर साइकिल और मोपेड सवारों के लिए रक्षी हैलमेट, टाइप एनबी, साइज 570 मिमी. ओपनफेम	IS : 04151 : 82	
56. 2273651	91-09-01	श्री दत्तास्वामी सीमेंट एंड लाइम प्रॉडक्ट्स, रा एवं मालुक टोडा, जिला नासिक	पूर्व वाले कन्क्रिट पाइप एनपी, 2, श्रेणी साइज 900 सादासिने वाले	IS : 00458 : 88	
57. 2273752	91-09-01	राजाराग स्टील इंडस्ट्रीज, एन-4, एमआईडीसी एरिया, द्विगना रोड, नागपुर-440016	एचएसडी सरिए ग्रेड एफई 415, साइज 8 मिमी से 20 मिमी तक	IS : 01786 : 85	
58. 2273853	91-09-91	भ्रमर प्लास्टिक, भ्रमर हाऊस, प्लॉट नं. 103, रोड नं. 12, मरोल, एमआईडीसी अंधेरी (पू.), बम्बई-400093	अल प्राप्त के लिए इजेक्शन संबन्धित पीवीसी सॉफ्ट फॉर्मिंग विषाधिक सीमेंट जोड़ सहित	IS : 07834 : 87 भाग : 03	
59. 2273954	91-09-01	काकूवाला स्टील इंडस्ट्रीज लि., श्री. वाडावासी-नालुक कल्याण, जिला ठाणे (महाराष्ट्र)	एचएसडी ग्रेड एफई 415, साइज 8 मिमी से 16 मिमी	IS : 01786 : 85	
60. 2274047	91-09-01	समरकिंग इलेक्ट्रिकल्स (प्रा.) लि., ई-183, सेक्टर-17, कविनगर, इंड. एरिया, गाजियाबाद (उ.प्र.)	रेजर्ट कूलर के लिए पम्पमेंट	IS : 11951 : 87	
61. 2274148	91-09-01	अनिल इंजीनियरिंग वर्क्स, दिल्ली बार्ड पाम, जीटी, रोड, करनाल (हरियाणा)-132001	कृषि प्रयोजनों के लिए मोनोमेट पम्प 5 अण्डर शक्ति/3.7 किवा, साइज 100X 80 मिमी और 7.5 अण्डर शक्ति/ 5.5 5.5 किवा साइज 100X 80 मिमी	IS : 09079 : 79	

(1)	(2)	(3)	(4)	(5)	(6)
62. 2274249	91-09-01	ग्राम पाठशाला लि., 173/ए 1 और 2, बेलागाम (104) जिल्लागाम (मंडल)	पेयजल आपूर्ति के लिए य पीबीसी	IS : 01985 : 88	
63. 2274350	91-09-01	हैदराबाद पावर इंस्टीट्यूट, यूनिट नं. 108 श्रीवेंकटेश्वर, या डब सोसाइटी लि., कुकारपल्ली, कालानगर, हैदराबाद-500 037	1100 बी तक कार्यकारी बोर्डिंग के लिए एल्यूमीनियम चालकों वाली पीबीसी रोशिन केबल	IS : 00694 : 77	
64. 2274451	91-09-01	पी.आर. सीमेंट लि., बेलापला माधवारम ग्रा, मेलाचिरु मंडल, तलगाँडा-508246	33 ग्रेड माधारण पोर्टलैंड सीमेंट	IS : 00269 : 89	
65. 2274552	91-09-01	ए.के. प्लास्टिक, वेदव्यास चौक, राउरकेला, जिला सुन्दरगढ़ (उड़ीसा)-769041	मल, गंदे जल और संशोषी पाइप के लिए बालू के सांचे में ढले स्पिगट और साफे और अन्य सहायक	IS : 01729 : 79	
66. 2274653	91-09-01	समिलनाइस्टील ट्यूब लि., बी-10 और सी-13, भराईमलाई, नगर हंड, काम्पलैक्स, बेंगलूर, अन्ना जिला-603 209	पट्टा कनवैयर के लिए इस्पात के पाइप साइज : 165.1 x 5.4 मिमी (बाहरी व्यास और दीप्ति) टाइप ईआरडब्ल्यू, ग्रेड-आई 210	IS : 09295 : 83	
67. 2274754	91-09-01	मोटस डिलॉग मिस्टम्स प्रा. लि., कल्याणी गाईम्स, अणोक नगर, बंगलूर	सुवाक्ष अग्निशामक, गुरुक जूनी, (कार्टिज टाइप, 5 किग्रा. और 10 किग्रा.)	IS : 02171 : 85	
68. 2274855	91-09-01	निशा सीमेंट, धोनी (डा.), पाल्लाकाड-678 017	33 ग्रेड माधारण पोर्टलैंड सीमेंट	IS : 00269 : 89	
69. 2274956	91-09-01	वैदर मेकर्स, विहाला हंड, एस्टेट, 620 डायमंड हावर् रोड, बेहाला, कलकत्ता-700034	कमरा एअर कंडीशनर, क्षमता 5.2 किवा. (4500 कि कै/घं.)	IS : 01391 : 71	
70. 2275049	93-03-16	यूनाइटेड एमोसिएट्स, 9 ग्रा पीतमपुरा, दिल्ली-110034	इपैरी के साथ प्रयुक्त घरेलू गैस ब्यूटल दो लोहे के दो बर्तन वाले	IS : 04246 : 84	
71. 2275150	91-09-01	पूतम इंजीनियर्स एंड कंसल्टेंट्स प्रा. लि., प्लॉट 33, 55 से 57 बी 3 ब्लाक, एमआईडीसी, मिधबाड, पुणे-411019	अप्रबलित तालीदार एक्सेट्स चदर लम्बाई 1750 मिमी से 3000 मिमी (फोस्ट प्रतिरोधी टाइप को छोड़कर)	IS : 00459 : 70	
72. 2275251	91-09-01	अनुपम इंस्टीट्यूट, खमरा नं. 894, अलीपुर गढ़ी, दिल्ली-110036	गैर बाब स्टोव (बहुवर्ती टाइप), रंगत किया बांचा	IS : 02980 : 86	
73. 2275352	91-09-01	अरिस्टो मिटर्स, 797 पीपल रोड, तिरुपुर-638 602	प्लेन बर्नी सूती बलियाम टाइप आर- एन और आरएनएस स 5 से 110 सेमी और गेज 24 के केबल	IS : 04964 : 80	
74. 2275453	91-09-01	राका सीमेंट लि. (प्रा.) लि., प्लॉट नं. ई-345 भन्धर हंड एरिया, बामा, फेज 2, जोधपुर	43 ग्रेड माधारण पोर्टलैंड सीमेंट	IS : 00289 : 89	
75. 2275554	91-09-01	श्री बेंड प्रॉडक्ट्स (प्रा.) लि. 391 फेज 3, उद्योग नगर, गुडगांव (हरियाणा)	लकड़ी के फलक बरबाओ गटर, ब्लाक बोर्ड क्रोड टाइप बीएन (गैर मज्जा- बंदी), क्राम ग्रेड के फलक पैनल और फलक परत चढ़े सहित	IS : 02202 : 83	भाग : 01

(1)	(2)	(3)	(4)	(5)	(6)
76.	2275655	91-09-01	एम. एन. विज. एंड कं सेक्टर 27मी प्लॉट नं. 60, फरीदाबाद (हरियाणा)	बालू के सांचे में होने स्पष्ट और साफ़े बड़े पाइप, माइज 75 और 100 मिमी केवल	IS : 01729 : 79
77.	2275756	91-09-01	वल्थम कैमीकल्स, मेन रोड, सेलुनपट्टी डा. मेल्लूर ताल्लुक, मदुरै 625122	तकनीकी ग्रेड कापर सल्फेट	IS 02261 : 82
78.	2273857	91-09-01	मर्दान इंसेक्टिमाइड्स एंड फर्टिलाइजर्स, 1-ए/2 ईड. एस्टेट, ग्राम्बासूर, मद्रास 600 098	बीएचसी 1.3 : (४/४) ग्राइमोसर डीपी केवल	IS 00561 : 78
79.	2275958	91-09-01	बैन्टेक पैस्टीसाइड्स लि., एस. एन. 180/1 से 180/5 काजीपल्ली ग्रा., जिन्नाराम, मेडक-- जि.	मोनोक्रोटोफॉम तकनीकी ग्रेड	IS 08025 : 83
80.	2276051	91-09-01	कैलईस्ट बोटलिंग (प्रा.) लि., ग्रा--कालीबती डा.--मोट्टा, जि.--पुरी (उड़ीसा) 752 030	ब्रांडी	IS 04450 : 88
81.	2276152	91-09-01	गुजरात एग्री कैमीकल्स मैनु. कं., 151-153/1 मारीड, ईड. एस्टेट, महमबाबाद	मैलाथयान 25% (५/४) डब्ल्यूडीपी केवल	IS 02569 : 78
82.	2276253	91-09-01	स्टैनर्जिस लिक्स, 473-ए 2, 12वां कास, 4था फेज, पीनया ईडएरिया, बंगलोर 560 038	तीन फेजी प्रेरण मोटर, 2.2 किबा., और 3.7 किबा. 4पी, 415 वो इयूटी एस 1, थ्रेणीबी रोशन सहित	IS 00325 : 78
83.	2276354	91-09-01	श्री बालाजी इंडस्ट्रीज, 8-4-378/2/ए, हेमावती नगर, ग्रामीक मार्ग, इरागट्टी, हैदराबाद 500 018	जीआरपी के बुड्डी टाइप मोचपात्र संपर्क संयोजित टाइप	IS 11246 : 85
84.	2276455	91-09-01	मॉडर्न टिन प्रॉडक्ट्स, 15-3-78 मंगलगिरि रोड, गुंटूर 5202002	बी.बनस्पति बाय लेवों और बेकरी मोयन के लिए 15 किबा. के चौकोर कनस्तर	IS 1325 : 89
85.	2276556	91-09-01	मॉडर्न टिन प्रॉडक्ट्स, 15-13-78 मंगलगिरि रोड, गुंटूर 522 002	18 लिटर के चौकोर कनस्तर	IS 00916 : 89
86.	2276657	91-09-01	ग्राह इंडस्ट्रीज, दीवान संस एंड एस्टेट नं. 5 गली नं. 9 बसाई (पू)	घरेलू और ऐसे ही प्रयोजन के लिए स्विच, 6ए, 240 वो एमी एक धुंधी वन व पुग बटन, फ्लश माउंटिंग टाइप बसाई (पू)	IS 03884 : 88
87.	2276758	91-09-01	पॉलीफेज मोटर्स, 702 एमआईडीसी, भक्करपुरा, बड़ौदा-390 010	3 फेजी प्रेरण मोटर, 0.7 किबा., 4-पी, 415 वो इयूटी एस-1 थ्रेणी बी रोशन सहित	IS 00325 : 78
88.	2276859	91-09-01	एच. बी. इलेक्ट्रॉनिक्स प्रा. लि., बी-52/53 जीआईडीसी इलेक्ट्रॉनिक एस्टेट, सेक्टर 25, गांधीनगर 382 023	3 पिन प्लग, 6ए, 250 वो. 3 पिन प्लग पाकट आउटलेट 6 और 15 ए 250 वो प्लग माउंटिंग, 3 पिन संयुक्त सॉलेट आउटलेट 6और 16ए 50 वो., फ्लश माउंटिंग	IS 01293 : 88
89.	2276960	91-09-01	एच. बी. इलेक्ट्रॉनिक्स प्रा. लि., बी-52/53 जीआईडीसी, इलेक्ट्रॉनिक एस्टेट, सेक्टर 25, गांधीनगर 382 032	मीक्सिंग रोजेज, 5 ए, 250 वो.	IS 00371 : 79

(1)	(2)	(3)	(4)	(5)	(6)
90.	2277053	91-09-01	जय मारुति गैस सिलिंडर (प्रा.) लि., प्लॉट नं. 122 और 123, दूसरा फेज, मालन हंज. एरिया, स्वामियर	घुनी एसिटीमीन के लिए बैलिड इसपत गैस सिलिंडर धारिता 41.0 लिटर	IS 07312: 82
91.	2277154	91-09-01	हैमिपेक्स प्रा. लि., 27 हंज. एरिया, मेरुतापुर जि.-- उना (हि.) 174 315	उर्वरक पैकिंग के लिए 380 ग्रा/मी ² , 98/39 टास्पुलिन कपड़े से उत्पादित परतवार पटमन के कड़े	IS 07406: 86
92.	2277255	91-09-01	पीतम कोनजिमा, प्रा. लि. प्लॉट नं. 688 सेक्टर 3, पीतमपुर, जि. धार (म.प्र.)	शिरोपरि प्रेषण हेतु एल्यूमीनियम के लड़वार चालक	IS 00398: 76 भाग : 01
93.	2277356	91-09-01	पीतमपुर कोनजिमा प्रा. लि., प्लॉट नं. 688, सेक्टर 3, पीतमपुर जि.-- धार (म.प्र.)	शिरोपरि प्रेषण हेतु जस्तीकृत इसपत प्रबलित एल्यूमीनियम चालक	IS 00398: 76 भाग : 02
94.	2277457	91-09-01	स्वीटी केबल एंड कंडक्टर प्रा. लि., एपी 4/5/6 बी हंडस्ट्रियल डब. एरिया भालविकला, कोलथूर तिरुवन्नंतपुरम (केरल) 895 583	शिरोपरि प्रेषण हेतु एल्यूमीनियम के लड़वार चालक	IS 00398: 76 भाग : 01
95.	2277558	91-09-01	ब्लू क्रिस्टल कैमीकल्स (प्रा.) लि., प्लॉट नं. 26-ए बीरोसेन्द्रा हंज. एरिया, होमूर रोड, बंगलौर 562 158	कापर आक्सीक्लोराइड 50% (द्र/द्र) 5 लिटर परिस्रोपणीय पूर्ण सांद्र केवल	IS 01507: 77
96.	2277659	91-09-01	ब्लू क्रिस्टल कैमीकल्स (प्रा.) लि., प्लॉट नं. 26-ए बीरोसेन्द्रा हंज. एरिया, होमूर रोड, बंगलौर 562 158	तकनीकी ग्रेड कापर आक्सीक्लोराइड	IS 01486: 78
97.	2277760	91-09-01	मद्रास लैम्पस (प्रा.) लि. एफ. 558 स्पिकोट हंड काम्पलेक्स, गुप्तीडीपोण्डी, (तमि) 601 201	सामान्य प्रयोजनों के लिए नालिकाकार फ्लोरेसेंट लैम्प, 40 वा, 6500 केबल	IS 02418: 77 भाग : 01
98.	2277861	91-09-01	तिरुपति उद्योग, 57-8 मोहाडी गेट, गिरुसोली रोड, जनगांव 425 001	शिरोपरि प्रेषण के लिए जस्तीकृत इसपत प्रबलित एल्यूमीनियम चालक	IS 00398: 76 भाग : 02
99.	2277962	91-09-01	के. बी. कैमीकल्स, डी-158 टीटीसी एरिया, ठाणे-बेलापुर रोड, (महा.)	अग्निशमन के लिए यांत्रिक काय-उत्पन्न करने के लिए जल सांद्र, जलीय फिल्म बनाने वाला भाग	IS 04989: 84 भाग : 02
100.	2278055	91-09-01	मानोदीप पस्पस, 59 पाखू चिन्नवेडुमपेट्टी डा. गणपति (बाया) कोयम्बतूर 641 006	कृषि प्रयोजनों के लिए अफेन्डी पंप हेतु तीन फेजी स्विचिंग पिचरी प्रेरण मोटर	IS 07538: 75
101.	2278156	91-09-01	लिप्रो लम्प इलेक्ट्रिकल एंड इलैक्ट्रॉनिक इंडस्ट्रीज, डी नं. I-192/1 रागोलू. श्रीकुलम मंडल और जि.-- प्रा.प्र. 532 484	टंगस्टन तंतु सामान्य सेवा बिजली के बल्ब 60 से 1100 वा, 230 वा वी-22 कुंडलित कुंडली	IS 00418: 78
102.	2278257	91-09-01	रुफा केबल्स लि., आईडीए, फेज 4, पनचेरु, जि.-- मेडक (प्रा.प्र.) 502319	शिरोपरि प्रेषण हेतु एल्यूमीनियम मिश्र धातु के लड़वार चालक (एल्यूमीनियम) मैग्नीशियम--सिलिकॉन	IS 00398: 79 भाग : 04
103.	2278358	91-09-01	टेक्नीकल एसोसिएट्स इंडस्ट्रीज, कैजाबाद रोड, मारुति वर्कशॉप के पास, लखनऊ	शिरोपरि प्रेषण के लिए जस्तीकृत इसपत प्रबलित एल्यूमीनियम चालक	IS 0398: 76 भाग : 02
104.	2278459	91-09-01	ए.म. एन. इंडस्ट्रीज, 487/1 पीरागुडी, विल्ली 110041	कंक्रीट संरचनाओं, खड्डों (गैर एक्सटेंडिबल और प्रकन्दी टाइप) के लिए बिंदूमेन बद्ध कपड़े से पूर्व बने मलक	IS 01838: 83 भाग : 01

(1)	(2)	(3)	(4)	(5)	(6)
105.	2278560	91-09-01	स्ट्रक्चरल वाटर प्रॉफिंग कंपाउण्ड प्रा. लि., फ़्लोइड के लिए अपमिश्रण बी-29 सेक्टर 4, नोएडा, ज़ि.-- ग़ाज़ियाबाद (उ.प्र.)		IS 09103 : 79
106.	2278661	91-09-01	घनजल स्ट्रीट प्रा. लि., प्लॉट नं. 37 ईड, एरिया, बाढ़ी ज़ि.-- सोलन (हि.प्र.) 1741100	इस्पात के कंज, साइज 75 मिमी और 100 मिमी (मध्यम भार)	IS 0134 : 91
107.	2278762	91-09-01	सी.डाबरा एंज कं., शानपुर, शिवटाला, दामनगर, हावरा-711 105	जलकल कार्यों हेतु स्प्रुसवाल्स साइज 350 मिमी से 600 मिमी पी. नं. 6	IS 02906 : 84

[सं. के. प्र. वि. 13 : 11]

एस. सुब्रह्मण्यम अपर महासिदेशक

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 25th November, 1991

S.O. 3096.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl.No.	CM/L-No.	Operative Date	Name & Address of the Party	Article/Process covered by the licence	IS : No./Part
1.	2268153	91-08-16	Aditya Industries 81-Old Marredpally Secunderabad-500026	Room Air Conditioners	IS 01391 : 71
2.	2268254	91-08-16	Himalayan Plastics Pvt. Ltd. PO Deonghat Distt. Solan (HP)	Hope Pipes of Class 2,3,4 and 5 for Sizes upto and including 110 MM	IS 04984 : 87
3.	2268355	91-08-01	Priya Klay (P) Ltd., Rohtak-Jind Road Killa Zafargarh Distt. Jind (Haryana)	Stoneware Pipes, Grade A and Grade AA Straight Pipes of Sizes 100 MM to 300 MM	IS 00651 : 80
4.	2268456	91-08-16	Kartar Malleables Village Godaipur PO Randhawa Masandan Distt. Jalandhar (PB)	MCI Pipe Fittings	IS 01879 : 87
5.	2268557	91-08-16	Khushal Chand Vohra & Co. (Regd.) Subhash Nagar Sadai Road Indl. Area Jalandhar City	MCI Pipe Fittings	IS 01879 : 87

1	2	3	4	5	6
6. 2268658	91-08-16	Ghaziabad Plastics (P) Ltd. E-126, Bulandshahr Road, Indl. Area Site No. 1 Ghaziabad	Hose Pipes of Class 1 to 5 For Sizes upto and including 110 MM	IS 04984 : 87	
7. 2268759	91-08-16	M.J. Patel & Co. C/38, GIDC Estate Odhav Ahmedabad-382415	Submersible Pumpsets for Clear, Cold, Fresh water of Model APU 65/5 (150 x 50) MM	IS 08034 : 89	
8. 2268860	91-08-16	Narmada Cement Co. Ltd. Magdalla Port Surat-395007	Ordinary Portland Cement 43 Grade	IS 08112 : 89	
9. 2268961	91-08-16	Ajit Cotton Ginning Pressing D All & Steel rolling Mills Mandi Gobindgarh	Weldable Structural Steel GRDE Fe 410 Wa, Section Equal Angles, Size Range upto and including L 75 x 75 x 6 MM	IS 02062 : 84	
10. 2269054	91-08-01	Swastik Fabrication & Valve MA Nufacture GIDC II Plot No. 1203 Junagarh	Sluice valves for water works Purposes for sizes 50 MM to 200 MM, Classes PNI and PN 1.6	IS 00780 : 84	
11. 2269155	91-08-16	Delta Electric Corpn. 110, Punjani Indl. Estate Khopat Pokhran Road No. 1 Thane-400601	Servo Motor Operated Automatic Line Voltage Corrector, 25 KVA 400 V, 3 Phase	IS 09815 : 89	
12. 2269256	91-08-16	Sanvijay Re-rolling & Engg. WO RKS Pvt. Ltd. F-16, MIDC Hingna Road Nagpur-440016	Structural Steel (Standard Quality)	IS 00226 : 75	
13. 2269357	91-08-16	Baroda Electric Meters Limited Vithal Udyognagar Vallabh Vidyanagar Distt. Khera (Gujarat)-389121	Single-Phase whole Current Watt-hour Meters, Class 2, 240 V Type D, 2.5 10 AMP And 5-20 AMP	IS 00722 : 77 Part : 02	
14. 2269458	91-08-16	G.V. Engg. Works 231, Dada Colony Indl. Area Jalandhar-144004	MCI Pipe Fittings, Equal Elbow Tee, Socket and Union sizes 1/2 upto and including 2	IS 01879 : 87	
15. 2269559	91-08-16	Bunty Goods (India) Pvt. Ltd. Plot No. A-66, Anand Nagar Additional Ambernath MIDC Ambernath Distt. Thane	Biscuits, Variety Glucose, 'Parle' Brand only	IS 01011 : 81	

1	2	3	4	5	6
16. 2269660	91-08-16	Ansu Electrotechnics Pvt. Ltd. D-57, Flatted Fatcory Complex Rani Jhansi Road Delhi-110055	Electronic Type Fan Regulators 100 watt and 300 watt Single Phase 230 V	IS 11037 : 84	
17. 2269761	91-08-16	Krishna Concrete Village Mehra, Tappa-Dhatura Near Indl. Area Gorakhpur Road Deoria (UP)	Concrete pipes of Class NP-2. Sizes 150 MM, 600 MM, and and 900 MM to 1200 MM Class NP3, Sizes 450 MM, 600 MM and 900 MM	IS 00458 : 71	
18. 2269862	91-08-16	Rajesh Metal Works 74/75, Kailash Nagar Preet Nagar Road Indl. Area Jalandhar	Copper Alloy Gate Valves, Class I with screwed Ends, screwed in Bonnet, integral Body seat and Solid wedge type	IS : 00778 : 84	
19. 2269963	91-08-16	A.V. Engg. Works [Prop. A.V. Valves (P) Ltd.,] 160, Indl. Estate Nunbai Agra-282006	Sluice valves for water works purposes of size 80 MM PN 1.6	IS 00780 : 84	
20. 2270039	91-08-16	Super Conductors 33, Jagran Bhavan Prest Complex M.P. Nagar Bhopal (MP)	Aluminium Conductors, Galvanized Steel Reinforced for overhead Transmission Purposes	IS 00398 : 76 Part : 02	
21. 2270140	91-08-16	SAM Cables; Conductors Village Shimla Pister PO Naryanpur (Kichha, Rudrapur) Distt. Nainital (UP)	PVC Insulated (Heavy Duty) Electric Cables for working voltages upto and including 1100V Armoured and unarmoured with aluminium Conductors	IS 01554 : 88 Part : 01	
22. 2270241	91-08-16	Unique Telecabs (Pvt) Ltd. Village Tajpur Badarpur Border New Deihhi-110044	PVC Insulated cables for working Voltages upto and including 1100 V, sheathed and unsheathed wit Copper Conductor	IS 00694 : 77	
23. 2270342	91-08-16	Ambica Re-rolling Mills Near G.D. High School Saijpur Bogha Naroda Road Ahmedabad-382345	Weldable Structural steel, Grade Designation Fe 410WA, Equal angles, sizes upto & including 75 x 75 x 6 MM	IS 02062 : 84	
24. 2270443	91-08-16	Romesh Power Products Pvt. Ltd. B-123, Road No. 9 (A) VKI Area Jaipur	PVC Insulated Cables for working Voltages upto & including 1100V, Sheathed and Unsheathed with copper Conductor	IS: 00694 : 77	

1	2	3	4	5	6
25. 2270544	91-08-16	Atma Steels Ltd. C-138-142, Indl. Area I Bulandshahr Road Ghaziabad	CR Low carbon Steel Sheets and strips Grade 'O' and 'D' surface E Finish Bright, surface type scale free, width Upto & Including 700 MM	IS: 00513 : 8	
26. 2270645	91-08-16	Sharda Ispat Ltd. T 1/1, MIDC Area Hingna Road Nagpur -440016	Mild Steel for Metal ARC welding electrode core wire, Rimming quality, wire Rods only	IS: 0287 : 75	
27. 2270746	91-08-16	Hindustan Laminators 3, Cossipore Road Calcutta-700002	Jute Bags for Packing Fertilizers, Laminated Bags Manufactured from 380 GM/M SQ, 68 x 39 Tarpaulin Fabric	IS: 07406 : 86 Part : 02	
28. 2270847	91-08-16	Sourajnull Baijnath 1, Riverside Road Shalimar Howrah	HS Steel Bars for Grade Fe 415 and Fe 500, sizes 8 MM to 32 MM (Group II)	IS: 01786 : 85	
29. 2270948	91-08-16	President Industries C-1/30/53/54 GIDC Phase III Naroda Ahmedabad-382330	Monocrotophos 36% (M/M) SL Formulation only	IS: 08074 : 90	
30. 2271041	91-08-16	President Industries C-1/30/53/50, GIDC Phase III Naroda Ahmedabad-382330	Organo Mercurial dry Seed dressing 1% (M/M) Formulation only	IS: 03280 : 80	
31. 2271142	91-08-16	B.D Pipes & Co. Block A, Indl. Area Dukli Madhuban Agartala-799001	UPVC Pipes for Portable water Supplies for Class 3, Sizes 40 MM to 110 mm	IS: 04985 : 88	
32. 2271243	91-08-16	Brahmaputra Steels Pvt. Limited 1119 Km, N.H. 31 Amingaon Guwahati (Assam)-781031	Cast Billet Ingots for Rolling into structural steel (ordinary Quality) Grade 1 and 2	IS: 06915 : 78	
33. 2271344	91-08-16	Agarwal Hardware works Limited 2, Ishwar Chatterjee Road Sodepur 24 Parganas (WB)	M.S. for metal ARC Welding core wire for wire rods only rimming quality	IS: 02879 : 75	
34. 2271445	91-08-16	Flexoflex Pipes Pvt. Ltd. A1-F5 MM A's Indl. Complex Maraimalai Nagar Chenglepur Distt. (TN)-603219	UPVC Pipes for Portable water Supplies	IS : 04985:88	

1	2	3	4	5	6
35. 2271546	91-08-16	Industries & Chemicals Plot No. 49 & 81 DISCO Industrial Estate SIPCOT Ranipet-632403	Quinalphos 05% (M/M) EC formulation only	IS: 08028 : 87	
36. 2271647	91-08-16	Industries & Chemicals Plot No. 49 & 81 Disco Indl. Estate Sipcot Ranipet-632403	BHC. (HCH) 1.3% (M/M) DP Formulations only	IS: 00561 : 78	
37. 2271748	91-08-16	Industries & Chemicals Plot No. 49 & 81 DISCO Indl. Estate SIPCOT Ranipet-632403	Endosulfan 35% (M/M) EC Formulation only	IS: 04303 : 80	
38. 2271849	91-08-16	Rajaram Steel Inds. N-4, MIDC Area Higna pur-440016	Structural Steel Standard Quality)	IS 00226 : 75	
39. 2271950	91-08-16	Rita Steel Industries 251, 252, 253 Small Factory Area Bagadganj Nagpur-440008	Weldable structural steel grade Designation Fe 410 WA. Equal Angles - Sizes upto & Including 90 x 90 x 8 MM	IS: 02062 : 84	
40. 2272043	91-08-16	Venars Engg. Pvt. Ltd. B-31, MIDC Ghughus Chandrapur (MS)	Weldable Structural steel grade designation Fe 410 WA	IS: 02062 : 84	
41. 2272144	91-08-16	Samsukha Cables & Conductors Pvt. Ltd. 5, Bichu Building Khade Bazar Belgaum Karnataka-590002	Aluminium stranded conductor for overhead Transmission Purposes	IS: 00398 : 76 Part : 01	
42. 2272045	91-08-16	Bhopal Wires Pvt. Ltd. Plot No. 7 Sector 1 Industrial Area Govindpura, Bhopal-462023	Aluminium Stranded Conductors for Overhead Transmission purposes	IS: 00398 : 76 Part 0 : 01	
43. 2272346	91-08-16	Jammu Foods (P) Ltd. Village Kainthpur Jakh Morh Bari Brahmana Jammu (J&K)	Skim Milk Powder (Spray Dried) only	IS: 01165 : 86	
44. 2272447	91-08-16	B.K. Cement Products Plot No. 646 Seetha Khurd Shahganj Khuthan Road Jaunpur(UP)	Concrete Pipes	IS: 00458 : 71	
45. 2272548	91-08-16	Konark Jute Ltd. At/PO Dhanmondal Distt. Cuttack (Orissa)	Light weight Jute Bags for packing Cement	IS: 12154 : 87	
46. 2272649	91-08-16	Skoda (India) Engg. Pvt. Ltd. G-4, G-1 1-4 Indl., Estate Arakonam-631005	Hand-Operated Compression Knapsack sprayer, non- pressure retaining type) Tank Capacity 9.12 & 14 Litres	IS: 01970 : 82 Part : 01	

1	2	3	4	5	6
47. 2272750	91-08-16	Sumex Chemicals Ltd. PO Box No. 144 Lilapor, Chikhla State Highway No. 6 Distt. Valsad-396001	Cypermethrin 25% (M/M) EC Formulation only	IS: 12016 : 87	
48. 2272851	91-08-16	Shri Ram Rayons Shri Ram Nagar Indl. Area Kota (Raj.) 324004	Carbon Tetrachloride Technical Grade Only	IS: 00718 : 77	
49. 2272952	91-08-16	Monsanto Chemicals of India Ltd. 50/51, Lonavala Indl. Estate Post Box No. 1 Nagargaon, Lonavala Distt. Pune-410401	Triallate 50% (M/M) EC Formulation only	IS : 09358 : 80	
50. 2273045	91-08-16	K.S. Oils (P) Ltd. (Tin container division) Indl. Area Morena (MP)	15 Kg square Tins for vanaspati & Edible Oils	IS : 10325 : 89	
51. 2273146	91-08-16	Full Power Works 364-A, Chirag Delhi, New Delhi-110017	Protective Helmets for scooter' Motor Cycle and Moped Riders	IS : 04151 : 82	
52. 2273247	91-09-01	Remu Pipes Ltd. Khazipally Village Jinnaram Mandel Distt. Medak (AP)	UPVC Pipes for Potable water supplies, Class 2, sizes 63 MM to 180 MM, Plain Ended	IS : 04985 : 88	
53. 2273348	91-09-01	Jain Metal Pvt. Ltd. -B-65, Sector 8 NOIDA Distt. Ghaziabad (UP)-201301	Aluminium Stranded Con- ductors for overhead Transmission purposes	IS : 00398 : 76 Part : 01	
54. 2273449	91-09-01	Jain Metal Pvt. Ltd. B-65, Sector -8 Noida Distt. Ghaziabad (UP)-201301	Aluminium Conductors, Galvanized steel Reinforced Transmission Purposes	IS : 00398 : 76 Part : 02	
55. 2273550	91-09-01	Datt Enterprises F-1/36, Sultanpuri Delhi-110041	Protective Helmets for scooter, Motorcycle and Moped riders for Type NV. size 570 MM Open Face.	IS : 04151 : 82	
56. 2273651	91-09-01	Shri Datta Swami Cement Lime Products Pvt. Ltd. Paragaon, Post & Talyeda Distt. Nasik (MS)	Precast Concrete pipes of NP2 Class. Size 900 MM (Plain Ended)	IS : 00458 : 88	
57. 2273752	91-09-01	Rajaram Steel Industries N-4, MIDC Area Hingna Road Nagpur-440016	HSD Steel Bars for Grade Fe 415 Sizes 8 MM to 20 MM	IS : 01786 : 85	
58. 2273853	91-09-01	Amar Plastics Amar House, Plot No. 103 Road No. 12 Marol, MIDC Andher (E) Bomray-400093	Injection moulded PVC Socket Fittings with solvent Cement Joints for water supplies	IS : 07834 : 87 Part : 03	

1	2	3	4	5	6
59. 2273954	91-09-01	Bhuwalka Steel Industries Limited Village-Madawali Taluka-Kalyan, Distt. Thane (MS)	HSD Steel Bars of Grade Fe 416 Sizes 8 MM to 16 MM	IS : 01786 : 85	
60. 2274047	91-09-01	Summerking Electricals (P) Ltd. E-183, Sector 17 Kavi Nagar Indl. Area Ghazaibad (UP)	Pumpsets for Desert Collers	IS : 11951 : 87	
61. 2274148	91-09-01	Anil Engineering Works Delhi Bye-Pass G.T. Road, Karnal Haryana -132001	Monoset Pumps for Agricultural Purposes, 5 HP/3.7 KW, Size 100×80 MM and HP/5.5 KW size 100×80MM	IS : 09079 : 79	
62. 2274249	91-09-01	Andhra Pipes Ltd. 173/A, A1 & 2 Bolaram (V) Jinnaram (Mandal) Distt. Medak.	UPVC pipes for Potable water Supplies	IS : 04985 : 88	
63. 2274350	91-09-01	Hyderabad Power Unit No. 108 Sri Venkateswara Co-op Indl. Society Ltd. Kukatpally, Balanagar Hyderabad-500037	PVC Insulated Cables for working Voltages upto & including 1100 V, Sheathed and unsheathed with Aluminium conductors	IS : 00694 : 77	
64. 2274451	91-09-01	P.R. Cements Ltd. Vepala Madhavaram Village Mellachery Mandalam Nalgonda Distt. 508246	33 Grade Ordinary Portland Cement	IS : 00269 : 89	
65. 2274552	91-09-01	A.K. Castings Vedvyas Chowk, Rourkela Distt. Sundargarh (Orissa)-769041	Sand Cast Iron spigot & soil & ventilating pipe fitting and accessories	IS : 01729 : 79	
66. 2274653	91-09-01	Tamil Nadu Steels Tubes Ltd. B-10 & 3-13, Maraimalai Nagar Indl. Complex Moraimlal nagar Chengai Anna Distt. 603209	Steels Tubes for Idlers for Belt conveyors, Size upto and including 165.1 × 5.4 M (o.o & th) Type ERW, Grade Yst 210	IS : 09295 : 83	
67. 2274754	91-09-01	Lotus Deluge Systems Pvt. Ltd. Kalyani Gardens Ashok Nagar Bangalore-560050	Portable fire Extinguishers, Dry Powder (Cartridge Type) of 5 Kg and 10 Kg	IS : 22171 : 85	

1	2	3	4	5	6
68. 2274855	91-09-01	Nisha Cement Dhoni (PO) Palakkad-678017	Ordinary Portland Cement 33 Grade	IS 00269 : 89	
69. 2274956	91-09-01	Weather Makers Behala Indl. Estate 620, Diamond Harbour Road Behala Calcutta-700034	Room Air conditioners of Capacity 5.2 KW (4500 K Cal/n)	IS 01391 : 71	
70. 2275049	91-08-16	United Associates 9, Village Pitampura Delhi-110034	Domestic Gas Stoves for Use with LPG of Cast Iron Duble Burner	IS 04246 : 84	
71. 2275150	91-09-01	Poonam Engineers & Consultants Pvt. Ltd. Plot No. 33, 5 to 57 D-III Block, MIDC Chinchwad Pune-411019	Unreinforced Corrugated AC sheets of length 1750 MM to 3000 MM (Excluding Frost Resistant Type)	IS 00459 : 70	
72. 2275251	91-09-01	Anupam Industries Khasra No. 894 Alipur Garhi Delhi-110036	Non-Pressure stoves (Multiwick Type) Painted Body	IS 02980 : 86	
73. 2275352	91-09-01	Aristo Knitters 79, P.N. Road Tirupur-638602	Plain knitted cotton vests, Type RN & Rns; 75 to 110 CM & Gauge 24 only	IS 04964 : 80	
74. 2275453	91-09-01	Rathi Cement Co. (P) Ltd. Plot No. E-345 Marudhar Indl. Area Basni, Phase-II Jodhpur	Ordinary Portland Cement, 33 Grade	IS 00269 : 89	
75. 2275554	1-09-01	Shree Wood Products (P) Ltd., 391, Phase III, Udyog Vihar, Gurgaon (Haryana)	Wooden Flush door Shutters with Block board core, type Bn (Non-Decorative) with Face Panel of Cross band and face Veneer	IS 02202/83 Part : 01	
76. 2275655	91-09-01	S.N. Vij & Co. Sector 27 C, Plot No. 60 Faridabad (Haryana)	Sand cast iron spigot and Socket Pipes, Size 75 and 100 MM only.	IS 01729 : 79	
77. 2275756	91-09-01	Varun Chemicals, Main Road, Vellunpatti Post, Melur Taluk, Madurai 625122	Copper Sulphate, Technical only	IS 00261 : 82	
78. 2275857	91-09-01	Southern Insecticides & Fertilizers, 1-A/2, Indl. Estate, Ambattur, Madras 600098	BHC 1.3% (M/M) Isomer. Dp Only.	IS 00561 : 78	

79. 2275968	91-09-01	Vantech Pesticides Ltd., S.N. 180/1 to 180/5 Khazipally Village, Jinnaram Mandal, Distt. Medak.	Monocrotophos. Technical	IS 08025 : 83
80. 2276051	91-09-01	Kaleest Bottling (P) Ltd., Village Kalibati, PO Motta, Distt. Puri (Orissa) 752020	Brandies.	IS 04450 : 88
81. 2276152	91-09-01	Gujarat Agro Chemicals Mfg Co., 151-153/1, Naroda Indl., Estate Ahmedabad.	Malathion 25% (M/M) WDPC Only.	IS 02569 : 78
82. 2276253	91-09-01	Stanzen Links 473-A2, 12th Cross, IV Phase, Peenya Indl. Area, Bangalore 560058	Three-Phase Induction motors 2.2 KW and 3.7 KW, 4 P, 415 V Duty S 1 with class 'B'. Insulation.	IS 00325 : 78
83. 2276354	91-09-01	Sri Balaji industries, 8-4-378/2/A Hemavathi Nagar, Ashok Marg, Erragadda, Hyderabad 500018	GRP Squatting pans Contact Moulded type.	IS 11246 : 85
84. 2276455	91-09-01	Modern Tin Products, 15-13-78, Manglagiri Road, Guntur 522002	15 Kg Square tins for Ghee, Vasnapati, Edible Oils and Bakery Shortenings.	IS 10325 : 89
85. 2276556	91-09-01	Modern Tin Products, 15-13-78, Manglagiri Road, Guntur 522002	18 Litre Square Tins.	IS 00916 : 89
86. 2276657	91-09-01	Shah Industries, Diwan Sons Indl. Estate No. 5, Gala No. 9, Vasai (E). Distt. Thana 401202	Switches for Domestic and Similar Purposes, 6A, 240 V AC Single-Pole one way Push Button Flush Mounting type	IS 03854 : 88
87. 2276758	91-09-01	Polyphase Motors, 702 GIDC Makarpura Baroda 390010	Three-phase Induction Motors, 0.75 KW 4-P 415 V. Dyty S1 with class 'B' Insulation.	IS 00325 : 78
88. 2276859	91-09-01	H.V. Indl. Electronics Pvt. Ltd., B-52/53, Gide Electronic Estate Sector 25, Gandhinagar 382023	3 Pin Plugs, 6A, 250 V, 3 Pin Socket outlets 6 & 16 A 250 V Flush Mounting. 3 Pin Combined Socket outlets 6 & 16 A, 250 V, Flush Mounting.	IS 01293 : 88

1	2	3	4	5	6
89. 2276960	91-09-01	H.V. Indl. Electronics, Pvt. Ltd., B/52/53, GIDC Electronic, Estate Sector 25, Gandhinagar 382023.	Ceiling Roses, 5A, 250 V.	IS 00371 : 79	
90. 2277053	91-09-01	Jai Maruti Gas Cylinders (P) Ltd., Plot No. 122 & 123, II Phase, Malanpur Indl. Area, Gwalior.	Welded steel dissolved Acetyline gas Cylinder of water Capacity 41.0 Litres.	IS 07312 : 82	
91. 2277154	91-09-01	Himpex Pvt. Ltd., 27. Indl. Area, Mehhatpur, Distt. Una (HP) 174315	Jute Bag for packing Fertilizer Laminated Bags Manufactured from 380 G/M SQ. 68 x39 Tarpau. Lin Fabric.	IS 07406 : 86	Part : 02
92. 2277255	91-09-01	Pithampur Conzima Pvt. Ltd., Plot. No. 688, Sector 3 Pithampur, Distt. Dhar (MP)	Aluminium Stranded Con- ductor for Overhead Trans- mission Purposes.	IS 00398 : 76	Part : 01
93. 2277356	91-09-01	Pithampur Conzima Pvt. Ltd., Plot No. 688, Sector 3 Pithampur, Distt. Dhar (MP)	Aluminium Conductors, Galvanized Steel Reinforced for Overhead Transmission Purposes	IS 00398 : 76	Part : 02
94. 2277457	91-09-01	Swathy Cable & Con- ductors Pvt. Ltd., AP-VI/516 B, Indl Dev. Area, Malvila, Kalathoor, Thiruvananthapuram (Kerala) 695583	Aluminium Stranded Con- ductors for overhead Transmission Purposes.	IS 00398 : 76	Part : 01
95. 2277558	91-09-01	Blue Crystal Chemicals Pvt. Ltd. Plot No. 26-A, Veerasandra Indl. Area Hosur Road Bangalore 562158	Copper Oxychloride 50% (M/M) Water Dispersible Powder Concentrates only.	IS 01507 : 77	
96. 2277569	91-09-01	Blue Crystal Chemicals Pvt. Ltd., Plot No. 26-A Veerasandra Indl. Area Anekal Taluk Hosur Road- Bangalore-562158	Copper Oxychloride Technical.	IS 01486 : 78	

1	2	3	4	5	6
97. 2277760	91-09-01	Madras Lamps (P) Ltd. F-58 Sipcot Indl. Complex Gummidipoondi (TN) 601201	Tubular Fluorescent Lamps for General Lighting Service- 40 W. 6500 Deg K.	IS 02418 : 77 Part : 01	
98. 2277861	91-09-01	Shri Tirupati Udyog 57-B Mohadi Gut Shirsoli Road- Jalgaon-425001	Aluminium Conductors Galvanized Steel Reinforced for Overhead Transmission purposes.	IS 00398 : 76 Part : 02	
99. 2277962	91-09-01	K.V. Chemicals D-156 TTC Area- Thane-Belapur Road. Distt. Thane (MS)	Foam Concentrate for Producing Mechanical foam for Fire Fighting Aqueous Film Forming Foam (AFFF)	IS 04989 : 84 Part : 02	
100. 2278055	91-09-01	Manodeep Pumps 59 Pudhu Thottam Chinnavedampatti PO Ganapathy (VIA) Coimbatore-641006	Three-Phase Squirrel Cage Induction Motors for Cen- trifugal Pumps for Agricul- tural purposes.	IS 07538 : 75	
101. 2278156	91-09-01	Leo Lamp Electrical & Electronic Industries D-No. 1-192/1 Ragolu. Sreekakulam (Mandal & Dist) AP 532484	Tungsten Filament General Service Electric Lamps 60 to 1100 Watt 230 V B 22 Coiled Coil.	IS 00418 : 78	
102. 2278257	91-09-01	Ranka Cables Ltd. IDA Phase IV Patancheru Distt. Medak (AP) 502319	Aluminium Alloy Stranded Conductor (Aluminium- Magnesium-silicon type) for Overhead Transmission purposes.	IS 00398 : 79 Part : 04	
103. 2278358	91-09-01	Technical Associates Industries Ltd Faizabad Road Near Maruti Workshop Lucknow.	Aluminium Conductors Galvanized Steel Reinforced for Overhead Transmission purposes.	IS 00398 : 76 Part : 02	
104. 2273459	91-09-01	S.N Industries. 487/1, Peera Garhi. Delhi-110041	Bitumen Impregnated fibre Preformed fillers for Expan- sion joints in concrete Structures Pavements (Non-Extruding and Resilient Type)	IS 01838 : 83 Part : 01	
105. 2278560	91-09-01	Structural Water Proofing Compound Pvt. Ltd. B-29, Sector 4 Noida, Distt. Ghaziabad (UP)	Admixures for Concrete.	IS 09103 : 79	

1	2	3	4	5	6
106. 2278661	91-09-01	Dhanjal Steels Pvt. Ltd., Plot No. 37, Indl. Area, Baddi, Distt. Splan (HP)-174101	Steel Butt Hinges-Sizes 75 MM and 100 MM (Medium Weight)	IS 01341 : 81	
107. 2278762	91-09-01	B. Hazra & Co., Shanpur, Shibtola, Das Nagar, Howrah 711105	Sluice Valves for water works Purposes of Size 350 to 600 MM, Pno. 6	IS 02906 : 84	

[No CMD/13: 11]

S SUBRAHMANYAN, Addl. Director General

नागरिक पूर्ति, उपभोक्ता कार्य और सार्वजनिक

वितरण संज्ञापन

नई दिल्ली, 28 अक्टूबर, 1991

का.आ. 3097:--केन्द्रीय सरकार, राजभाषा (सब के सरकारी प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम (10) के उप-नियम (4) के अनुसरण में इसके द्वारा सुपर बाजार दो कोऑपरेटिव स्टोर लि. नई दिल्ली की जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है।

[संख्या ई-11012/3/91-हिंदी]

सरोज कपूर, उप सचिव

MINISTRY OF CIVIL SUPPLIES CONSUMER AFFAIRS
& PUBLIC DISTRIBUTION

New Delhi, the 28th October, 1991

S.O. 3097.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for official purposes of the union) Rules, 1976, the Central Government hereby notifies the office of the Super Bazar the Cooperative store Ltd., New Delhi where more than 80% of the staff have acquired a working knowledge of Hindi.

[No. E-11012/3/91-Hindi]

SAROJ KAPOOR, Dy. Secy.

कोयला संज्ञापन

नई दिल्ली, 5 दिसम्बर 1991

का.आ. 3098:--केन्द्रीय सरकार ने कोयला धारक क्षेत्र (ग्रंथ और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7, उप-धारा (1) के अधीन जारी और भारत के राजपत्र भाग 2, खंड 3, उपखंड (2) तारीख 2 मार्च, 1991 के पृष्ठ 1087 से 1089 में प्रकाशित भारत सरकार ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का.आ. 611 दिनांक 18 फरवरी, 1991 द्वारा इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि का अधिग्रहण करने के अपने आग्रह की सूचना दी थी;

और केन्द्रीय सरकार की जानकारी में यह बात साफ़ हुई कि राजपत्र में प्रकाशित अधिसूचना में मूद्रण की कुछ और गलतियाँ हैं।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 का उद्देश्य (1) द्वारा प्रदत्त शक्तियों और इस निमित्त सक्षम बनाने वाला अन्य सभी शक्तियों का प्रयोग करते हुए उक्त अधिसूचना में निम्नलिखित संशोधन करता है;

पृष्ठ 1087 पर

टिप्पणी : 3 का अंश को वाक्य आपत्तियाँ, के अंतिम अनुच्छेद के रूप में "इस अधिनियम के अधीन अर्जित कर लिए जाते हैं" के बाद पढ़िए।

8. अंश की वाक्य आपत्तियाँ (1) लाइन 2 में "लागत" के स्थान पर "वाक्य" पढ़िए, एवं लाइन 5 में "प्रदातारों" के स्थान पर "अधिकारों" पढ़िए।

अनुच्छेद 3 की पहली पंक्ति में "घार" के स्थान पर "घारा" पढ़िए एवं दूसरी पंक्ति में "अवसर" न पढ़िए।

पृष्ठ 1088 पर

अनुसूची में क्रम संख्या 1 के सामने लहसुन के नाम "चित्रीति" के स्थान पर "पितरंगी" पढ़िए। क्रम संख्या 2 ग्राम के नीचे "नोरहिया" के स्थान पर "नोदिया" क्रम संख्या 3 "राजखंड" के स्थान पर "रजखंड" क्रम संख्या 4 "सोलांग" के स्थान पर 8 "सोलांग" क्रम संख्या 7 "पातारी" के स्थान पर "पट्टरी" क्रम सं. 8 "माहुर" के स्थान पर "महुर" पढ़िए।

महदेविया ग्राम में अर्जित किये जाने वाले प्लॉट संख्याक :--

प्रथम पंक्ति में प्लॉट संख्या "31" के स्थान पर "36" पढ़िये। "नोरहिया" के स्थान पर "नोदिया" ग्राम में अर्जित किये जाने वाले प्लॉट संख्याक पढ़िये।

"राजखंड" के स्थान पर "रजखंड" ग्राम में अर्जित किये जाने वाले प्लॉट संख्याक पढ़िये। दूसरी पंक्ति में "1813" के स्थान पर "181" एवं प्लॉट संख्या "20" के स्थान पर "204 भाग" पढ़िये।

ग्राम "सोलांग" के स्थान पर "सोलांग" में अर्जित किये जाने वाले प्लॉट संख्याक पढ़िये। प्रथम पंक्ति में "एक असंस्थापित प्लॉट" के स्थान पर "एक असंस्थापित प्लॉट भाग" पढ़िये।

मिगाहो ग्राम में अर्जित किये जाने वाले प्लॉट :--

तासरो पंक्ति में प्लॉट संख्या "246" भाग के बाद और प्लॉट संख्या "243" के पहले प्लॉट संख्या "247 भाग" पढ़िये।

"पादारी" के स्थान पर "पड़री" ग्राम में अर्जित किये जाने वाले प्लाट संख्या पड़िये। दूसरी पंक्ति में प्लाट संख्या "1656" के स्थान पर प्लाट संख्या "1651" पड़िये। "भाहर" के स्थान पर "भुहर" ग्राम में अर्जित किये जाने वाले प्लाट संख्यांक पड़िये।

पृष्ठ 1089

सीमा वर्णन

क-ख रेखा "राजखड" के स्थान पर "रजखड" पड़िये एवं ओर के बाद एक प्लाट के पूर्व ग्राम "सोलाण" के पड़िये एवं प्लाट संख्या "906" के बाद "932" पड़िये। दूसरी पंक्ति में "सोलाण" के स्थान पर "सोलाण" तथा चौथी पंक्ति में ग्राम "पादारी" के स्थान पर "पड़री" पड़िये।

ख-ग रेखा "पादारी" के स्थान पर "पड़री" पड़िये।

ग-घ रेखा "पादारी" के स्थान पर "पड़री" पड़िये।

घ-ङ रेखा "पादारी" के स्थान पर "पड़री" पड़िये।

ङ-च रेखा "पादारी" के स्थान पर "पड़री" पड़िये एवं दूसरी पंक्ति में प्लाट नं. "274" के स्थान पर "264" तथा तिसरी पंक्ति में "सोलाण" के स्थान पर "सोलाण" पड़िये।

च-छ रेखा के स्थान पर "ख-छ" रेखा "सोलाण" ग्राम के स्थान पर "सोलाण" एवं सड़र "के स्थान पर "भुहर" एवं दूसरी पंक्ति में "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

छ-ज रेखा "नोरहिया" के स्थान पर "नोड़िया" एवं प्लाट नं. "132" के स्थान पर "122" पड़िये।

ज-झ रेखा "नोरहिया" ग्राम के स्थान पर "नोड़िया" ग्राम पड़िये।

झ-ञ रेखा "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

ञ-ट रेखा के बाय और "जो" के पूर्व "नोड़िया" ग्राम के प्लाट संख्या 124 से होकर मुजरतो है पड़िये।

ट-ठ रेखा "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

ठ-ड रेखा "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

ड-डू रेखा "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

डू-ण, रेखा "नोरहिया" के स्थान पर "नोड़िया" पड़िये।

ण-त रेखा "नोरहिया" के स्थान पर "नोड़िया" एवं प्लाट नं. "48" के बाद और "मे" के पड़िये "ओर महेशमा ग्राम के प्लाट सं. 35" पड़िये।

त-क रेखा के स्थान पर "त-य" रेखा एवं "नोरहिया" के स्थान पर "नोड़िया" पड़िये। प्लाट सं. 8 एवं "138" पड़िये।

दूसरी पंक्ति में प्लाट सं. 8127 के स्थान पर 8/127, ओर "राजखड" के स्थान पर "रजखड" तथा तिसरी पंक्ति में प्लाट संख्या "20क" के स्थान पर "207" पड़िये।

य-झ रेखा के स्थान पर य-द और "पादारी" के स्थान पर "पड़री" पड़िये।

झ-झ रेखा "पादारी" के स्थान पर "पड़री" पड़िये।

झ-घ रेखा "पादारी" के स्थान पर "पड़री" पड़िये तथा दूसरी पंक्ति में "सोलाण" के स्थान पर "सो" पड़िये।

ऐसी भूमि में, जिसके बावत् उपरोक्त संशोधन जारी किया गया है, हितवर्ध व्यक्ति इस अधिसूचना के जारी किए जाने के तैयारी के भीतर भूमि के संपूर्ण या किसी भाग के उक्त ऐसी भूमि में या उस पर किसी अधिकारी के अर्जित किए जाने के विरुद्ध उक्त अधिनियम की धारा 3 की उपधारा (1) के निर्बंधनों के अन्तर्गत आशेष कर करगा।

टिप्पणी:— केवल इस अधिसूचना के द्वारा संशोधित प्लाट संख्याओं का बावत् उक्त अधिनियम की धारा 8(1) के निर्बंधनों के अनुसार तीस दिन का उक्त अवधि यह अधिसूचना जारी की जाने की तारीख से आरंभ होगी।

[फा. सं. 43015/20/89 एल एस डब्ल्यू.]

जी. बा. राव, अवर सचिव

MINISTRY OF COAL

New Delhi, the 5th December, 1991

S.O. 3098.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 611, dated the 18th February, 1991, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd March 1991, at pages 1089 to 1091, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands described in the Schedule appended to that notification;

And whereas it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Official Gazette.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby amends the said notification as follows: at page 1089,

in Note 1, in line 6, after the word "or" and before the word "the" the word "at" shall be inserted;

at page 1090,

in the Schedule, before item no. 1, in column 2, the word "village" shall be inserted and for the words "village", "Tahsil" and "Dist." in column 3, 4 and 5, the words "Tahsil" "District" and "Area in acres (approximately)" shall be substituted;

in plot numbers to be acquired in village Naurhiya, in line 3, after plot no. "48(P)" and before "57(P)" plot no. "56(P)" shall be inserted;

in plot numbers to be acquired in village Rajkhad, in line 5, for plot no. "104(P)" read "204(P)";

in plot numbers to be acquired in village Chakuwar, in line 4, after plot no. "265(P)" and before plot no. "272(P)", plot nos. "266, 267, 268(P), 269(P); one un-numbered plot" shall be inserted;

in Boundary description, in A-B, in line 7, for the word "Sighai" read "Sigahi";

at page 1091,

in I-J, in line 1, after plot number 124 and before the word "village", the word "of" shall be inserted;

in O-P, in line 2, after the words "plot number" and before the word "of" the figure "35" shall be inserted.

Any person interested in any land in respect of which the above amendment has been issued, may within thirty days of the issue of this notification object to the acquisition of the whole or any part of the said land, or any right in or over such land in terms of sub-section (1) of section 8 of the said Act;

The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the Competent Authority under the said Act vide notification No. 43022/12/87-CA(ii), dated the 5th October, 1987 published in the Gazette of India dated the 17th October, 1987 at pages 3587 to 3591.

Explanation :

In respect of plot numbers being acquired through this notification, the said period of thirty days in terms of section 8 of the said Act starts running from the date of publication of this notification in the Official Gazette.

[No. 43015/20/89-LSW]

B. D. RAO, Under Secy.

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 18 नवम्बर, 1991

का. प्रा. 3099—केन्द्रीय सरकार कृषि मंत्रालय कृषि अनुसंधान तथा शिक्षा विभाग राजभाषा (मंथ से शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में एतद्वारा भारतीय कृषि अनुसंधान परिषद के संस्थान केन्द्रीय कृषि प्रौद्योगिक अनुसंधान संस्थान एडनवाला रोड, माटुंगा, बम्बई को जिनके 80% में अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है।

[फा. सं. 13-11/91 दिव्या]

टी. सी. सुद, अधीन सचिव

(Department of Agriculture Research & Education)

New Delhi, the 18th November, 1991

S.O. 3099.—The Central Government, Ministry of Agriculture, Department of Agricultural Research & Education hereby declares the Central Institute for Research on Cotton Technology (ICAR) where more than 80 per cent of staff have acquired the working knowledge of Hindi, as notified office in pursuance of Sub Rule 4 of Rule 10 of the official Language (use of official purpose of the union) Rule 1976.

T. C. SUD, Under Secy.

(शासकीय विकास विभाग)

आदेश

नई दिल्ली 27 नवम्बर, 1991

का. प्रा. 3100—केन्द्रीय सरकार, आवश्यक वस्तु अधिनियम 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, शीतागार आदेश, 1980 का और संशोधन करने के लिए निम्नलिखित आदेश करता है, अर्थात्—

1. (1) इस आदेश का मूल नाम शीतागार (संशोधन) आदेश 1991 है।

(2) यह राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

2. शीतागार आदेश, 1980 (जिसे इसमें इसके पश्चात् 'उक्त आदेश' कहा गया है) के खण्ड 7 में—

(क) उपखण्ड (क) में "1000 रु." अंकों और अक्षर के स्थान पर "5000 रु." अंक और अक्षर रखे जाएंगे।

(ख) उपखण्ड (ख) में "500 रु." अंकों और अक्षर के स्थान पर "2500 रु." अंक और अक्षर रखे जाएंगे।

(ग) उपखण्ड (ग) में "200 रु." अंकों और अक्षर के स्थान पर "1000 रु." अंक और अक्षर रखे जाएंगे।

3. उक्त आदेश के खण्ड 11 में, 'वर्ष' शब्द के स्थान पर 'वर्षों में पाचवें वर्ष' शब्द रखे जाएंगे।

4. उक्त आदेश के खण्ड 12 में, उपखण्ड (1) में "खण्ड 7 में विनिर्दिष्ट फीस के साथ अनुज्ञापन अधिकारी को प्रत्येक 'क' और 'ज' में (दो प्रांतियों में) आवेदन करेगा" शब्द, अंक, अक्षर और कोष्ठकों के स्थान पर "खण्ड 7 में विनिर्दिष्ट नवीकरण फीस के साथ अनुज्ञापन अधिकारी को प्रत्येक 'ड' में (दो प्रांतियों में) आवेदन करता है" अनुज्ञापित प्रत्येक वर्ष 31 दिसम्बर से पहले सम्यक् रूप से भरे गये प्रत्येक 'ज' को वार्षिक आधार पर अनुज्ञापन अधिकारी को प्रस्तुत करेगा" शब्द अंक अक्षर और कोष्ठक रखे जाएंगे।

5. उक्त आदेश के खण्ड 20 में—

(क) संशोधन की आवश्यकता नहीं है।

(ख) "शीतागार में खान पदार्थों के संशोधन के लिए या उससे सम्बद्ध किसी अन्य सेवा के लिए प्रभावित कर सकता है" शब्दों के स्थान पर "शीतागार में किसी खाद्य पदार्थों के संशोधन के लिए या उससे सम्बद्ध किसी अन्य सेवा के लिए प्रभावित कर सकता है।

यह अनुज्ञापन अधिकारी यदि उसका यह समझल हो जाता है कि शीतागार के कुछ प्रयोगों को अधिकतम प्रभार निगम किए जाने में छूट देना आवश्यक है तो ऐसा शीतागारों को राजपत्र में अधिसूचना द्वारा छूट दे सकता है" शब्द रखे जाएंगे।

[सं. फा. 46012/3/90 एम आई]

सरला गोपालन, सयुक्त सचिव

(Department of Rural Development)

ORDER

New Delhi, the 27th November, 1991

S.O. 3100.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cold Storage Order, 1980, namely:—

1. (1) This order may be called the Cold Storage (Amendment) Order, 1991.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Cold Storage Order, 1980, (hereinafter referred to as the said Order), in clause 7,—

(a) in sub-clause (a), for the letters and figures "Rs. 1000.00", the letters and figures "Rs. 5000.00" shall be substituted;

(b) in sub-clause (b), for the letters and figures "Rs. 500.00", the letters and figures "Rs. 2500.00" shall be substituted;

(c) in sub-clause (c) for the letters and figures "Rs. 200.00", the letters and figures "Rs. 1000.00" shall be substituted.

3. In clause 11 of the said Order, for the word "year", the "fifth year from the year" shall be substituted.

4. In clause 12 of the said Order, in sub-clause (1), for the words, letters, brackets and figure "Form 'E' and form 'H' (in duplicate) to the Licensing Officer accompanied with the renewal fee specified in Clause 7", the words, letters

brackets and figure "Form 'E' (in duplicate) to the Licensing Officer accompanied with the renewal fee specified in clause 7. The form 'H' duly filled in by the licensee shall be submitted on yearly basis to the Licensing Officer before the 31st day of October every year" shall be substituted.

5. In clause 20 of the said Order,—

- for the words "the Licensing Officer shall", the words "Licensing Officer may" shall be substituted,
- for the words "foodstuffs in the Cold Storage or for any other service connected therewith", the words "any foodstuff in the Cold Storage or for any other service connected therewith" :

Provided that the Licensing Officer may, if he is satisfied, that certain categories of Cold Storage need exemption from fixation of maximum charges, exempt such Cold Storages by notification in the Official Gazette" shall be substituted.

[No. F. 46012/3/90-MI]

SARALA GOPALAN, Ji. Secy.

NOTE.—Principal Order published vide S.O. No. 2453 dated 20-9-1980 Part II, Section-3, Sub-Section (ii) of the Gazette of India.

Subsequent amendments:

1. S.O. No. 2964 dated 23-7-1983
2. S.O. No. 3001 dated 22-9-1984
3. S.O. No. 475 dated 2-2-1985
4. S.O. No. 3506 dated 26-11-1988.

भ्रम संज्ञाएय

नई दिल्ली, 26 नवम्बर, 1991

का. घा. 3101—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1-12-91 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा 76-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे अर्थात् :—

"क्षेत्र जिनके के पाटनछेरु तालुका में राज्य ग्राम पंचायतों के क्षेत्रों के अन्तर्गत आने वाले क्षेत्र"।

[संख्या एस-38013/40/91 एस. एस. I]

जे. पी. शुक्ला, ध्वज सचिव

MINISTRY OF LABOUR

New Delhi, the 26th November, 1991

S.O. 3101.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st December, 1991 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI except sub-section (1) of section (1) of section 76, 77, 78, 79 and 81 which have already been brought into force of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

"The areas within the revenue village of Patighanapur under Patancheru Revenue Mandal in Medak District."

[No. S-38013/40/91-SSI]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 26 नवम्बर, 1991

का. घा. 3102—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रिय सरकार ने राष्ट्रीय काम कोल्लरी आफ मे. ई. सी. लि. के प्रबंधन के संबंध, जिनमें शामिल और उनके कर्मचारियों के बीच अनुबंध में विनिर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिग्रहण घासनसोल के पक्षों का प्रकाशित करती है जो केन्द्रीय सरकार को 25-11-91 को प्राप्त हुआ था।

New Delhi, the 26th November, 1991

S.O. 3102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chapui Khas Colliery of M/s. E.C. Ltd. of their workmen, which was received by the Central Government on the 25-11-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 49/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of Chapui Khas Colliery of M/s. E. C. Ltd.

AND

Their workman.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri Bijoy Kumar, Joint Secretary to the Union.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 13th November, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order L-22012(145)/90-IR(C.II) dated the 6th November, 1990.

SCHEDULE

"Whether in the face of the protest lodged by the workman in the form containing important excerpts from service record claiming his year of birth as 1939 against 4-4-33, the management of Chapui Khas colliery under Satgram Area of ECL, in not getting the age of Shri Bhola Rajbhar, Ug. Loader, assessed by the Area Age Assessment Committee as per Implementation Instruction No. 76 of NCWA-III, was justified? If not, to what relief the workman is entitled?"

2. The case of the union in brief is that Sri Bhola Rajbhar the concerned workman of this case was a permanent employee of Chapui Khas Colliery as Underground Loader under Eastern Coalfields Ltd., having his Identity Card No. 1623775. His name was registered in the statutory 'B' Form Register in Sl. No. 776 and he was given C.M.P.F. Account No. B/460990. In 1987 he was served with Service Excerpts and the authority invited objection if any. In that Service Excerpts

his date of birth was shown as 4-4-1933. The workman raised objection claiming that in 1987 he was aged 48 years and his year of birth was 1949. The workman entered in the service in 1961 when he was aged 22 years.

The management referred his case to a Screening Committee. After examination of records and without any medical tests the Screening Committee confirmed the age as recorded in the 'B' Form Register.

3. The union being dissatisfied with the action taken by the management raised dispute with the A.L.C. (C) Asansol on 12-6-89. Attempts of conciliation failed. The matter was sent to the Ministry of Labour and ultimately the Ministry of Labour has referred the dispute to this Tribunal for adjudication.

4. The case of the management in brief is that the date of birth of the concerned workman was correctly recorded as 4-4-1933 in the 'B' Form Register as per declaration of the workman at the time of his entry in the service on 1-7-1961. The concerned workman raised objection against the entry of his age in the 'B' Form Register when he was served with Service Extracts. He was referred to an Age Determination Committee according to the instruction No. 76 of J.B.C.C.I., and after examination the Committee confirmed his date of birth as recorded in the 'B' Form Register. So the workman is not entitled to get any relief in this case.

5. Admittedly Sri Bhola Rajbhar was a permanent workman of Chapui Khas Colliery. It is also admitted that his date of birth was recorded as 4-4-1933 in the 'B' Form Register. It is not disputed that the workman raised objection against the entry regarding his age in the 'B' Form Register when he was served with Service Extracts. We find from the materials on record that he was referred to a Screening Committee for assessment of his age when he raised objection. The learned Lawyer for the management has urged before me that after consulting all the documents the Screening Committee has rightly confirmed the date of birth recorded in the 'B' Form Register. He has urged before me that on the basis of the reports of the Screening Committee the workman is not entitled to get any relief and the action of the management was justified.

The learned Lawyer for the workman has urged before me that the Screening Committee only examined the papers which were placed before the Committee. But the workman was not medically examined. The management could not produce any document to show that the workman was medically examined. In a case like the present one the medical examination is a must for determination of the age of the workman. But I find that the same was not done in the instant case. In such circumstances I find no substance in the submission made by the learned Lawyer for the management. I find that the concerned workman must be examined by Apex Medical Board for determination of his age.

6. In the result I find that the action of the management was not justified. The workman Sri Bhola Rajbhar must be referred by the management to Apex Medical Board for determination of his age.

(i) If the Medical Board on examination finds that the date of birth of the workman is 4-4-1933, then the workman shall not get any relief in the instant case.

(ii) If the Medical Board finds that he was born after 4-4-1933, then the workman must be given all service benefits according to the report of the Medical Board.

N. K. SAHA, Presiding Officer

[No. L-22012/145/90-IR(C.II)]

का प्र. 3103:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुच्छेद में केन्द्रीय सरकार द्वारा कोल्यारी, सोलनपुर रिया प्र.म. ई.सी. लि. के प्रत्यक्ष के संयुक्त निषेधकों और उनके कार्यकारियों के बीच अनुबंध में निहित औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक अधिकरण प्रासन्नता के पंचपट को प्रकाशित है जो कि सरकार को 25-11-91 को प्राप्त हुआ था।

S.O. 3103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dalmia Colliery, Salanpur Area of M/s. E. C. Ltd., of their workmen, which was received by the Central Government on 25-11-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 27/91

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES:

Employers in relation to the Management of Dalmia Colliery, Salanpur Area of M/s. E.C. Ltd.

AND

Their workman.

APPEARANCES:

For the Employers—Sri V. I. Pandey, Manager (Personnel).

For the Workman—Sri Samiran Chakravorty, Representative of Union.

INDUSTRY: Coal.

STATE: West Bengal.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(88)/91-IR(C.II) dated the 6th June, 1991.

SCHEDULE

"Whether the management of Dalmia Colliery, Salanpur Area of M/s. ECL, P.O. Salanpur, Dist. Burdwan in dismissing Smt. Sundari Bouri, Truck/Wagon Loader w.e.f. 23-4-1988 was justified? If not, to what relief the workman is entitled and from what date?"

2. The case of the union in brief is that Smt. Sundari Bouri was a permanent Truck/Wagon Loader of Dalmia Colliery under Eastern Coalfields Ltd. In April/May, 1985 the concerned worker fell seriously ill due to miscarriage and death of a baby. For such circumstances she could not attend her duty for a considerable period and she had sent verbal information through co-worker about her absence. Then she became mentally disbalanced and could not recover for joining duty.

That in the meantime the management issued a charge-sheet dated 15-7-87 which was received by the concerned worker at a belated stage and she submitted written reply on 2-12-87. She submitted medical certificate along with her reply. But she did not get any information regarding holding of any enquiry. The alleged enquiry was done behind the back of the worker. No notice was served upon the worker. Ultimately she was dismissed from service w.e.f. 23-4-88.

A dispute was raised on her behalf by the union. The attempts of conciliation failed. The matter was sent to the Ministry of Labour and the Ministry of Labour ultimately referred the dispute to this Tribunal for adjudication.

3. The case of the management in brief is that the con-

cerned worker was absent without intimation to the authority from May 1985 and for that she was served with chargesheet dated 15-7-87 for her continuous absence without permission and authority. The worker submitted written explanation but that was not satisfactory. So the management held a domestic enquiry. Sri S. S. Ghosh the then Sr. Personnel Officer was appointed as Enquiry Officer. The enquiry was held in presence of the concerned worker and her co-worker. The worker duly participated in the said enquiry. In the enquiry she was found guilty to the charge levelled against her. On the result of the said enquiry she was rightly dismissed from the service. The punishment imposed in this case is quite proportionate with the offence committed by the worker. So she is not entitled to get any relief in this case.

4. During hearing of the case Sri Samiran Chakravorty the learned representative of the worker has submitted that the union does not challenge the validity, legality and fairness of the domestic enquiry held by the management in the instant case. He submits that the Court must hold that the domestic enquiry was properly and fairly held and the union does not challenge the same. Considering the submissions made by Sri Chakravorty, I find that the domestic enquiry was properly and fairly held. The concerned worker was rightly found guilty in the domestic enquiry.

5. Now the only question remains before the Tribunal is to see whether the punishment imposed in this case is proportionate with the offence committed by the concerned worker. This power has been conferred to the Tribunal by Section 11-A of the Industrial Disputes Act, 1947.

Admittedly the concerned worker was absent from duty without intimation or any permission from the authority from May, 1985. The learned representative of the union has urged before me that the worker was severely ill due to miscarriage and for that reason she could not attend her duty. He has further urged before me that this Court as a man of prudence must hold that for some unavoidable circumstances the worker could not attend her duty being a family man. He has urged before me that the punishment imposed in this case is very harsh and is not proportionate with the offence committed by the worker.

On the other hand Sri V. I. Pandey, Manager Personnel, the learned representative of the management has urged before me that if such unauthorised absence is encouraged it would be very difficult to maintain discipline in the organisation and the work of the management will suffer and the management will suffer irreparable loss. With due respect to his contention I like to say that at the present time dismissal from service is worse than capital punishment. The Hon'ble Supreme Court has held that capital punishment shall be imposed in a rare of the rarest cases. Considering all the facts and circumstances of the instant case I find that it is not a case of rare of the rarest nature. I find that in the instant case the punishment imposed is not proportionate with the offence committed by the worker. I find that in a case like the present one it will be severe punishment if the entire back wages be forfeited and that would meet the ends of justice.

6. In the result I find that the dismissal of Smt. Sundari Bouri w.e.f. 23-4-1988 was not justified. The concerned worker shall be reinstated in service within six months from the date of publication of the award without any back wages if she is medically fit to resume her duties as it has been contended in the written statement that for mental disbalance she could not join her duty. In that case the entire back wages shall stand forfeited as punishment.

If on medical examination it is found that Smt. Sundari Bouri is still not mentally fit to resume her duty in that event she shall not get any relief in this case.

This is my award

N. K. SAHA, Presiding Officer
[No. I-22012/88-91-JR(C.II)]

नई दिल्ली 28 नवम्बर, 1991

का.अ. 3104 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार अमराव कोलारों प्रक संयुक्त एराय आर में, एच. ई. सी. एच. के प्रबन्धन

पंचद नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, 1947 के पंचपद को प्रकाशित करती है जो केन्द्रीय सरकार को 28 नवम्बर, 1991 को प्राप्त हुआ था।

New Delhi, the 28th November, 1991

S.O. 3104.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Amlai Colliery of Sohagpur Area of M/s. S.E.C. Ltd., of their workmen, which was received by the Central Government on the 28-11-91.

ANNEXURE

BEFORE SHRI C. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (195)/1989

PARTIES :

Employers in relation to management of M/s. SECL,
Amlai Colliery, Sohagpur area, District Shahdol
(M.P.).

AND

Their workman, Shri Madan Singh S/o. Shri Jang
Bahadur Singh, Ex-Casual worker, represented
through the General Secretary, National Colliery
Workers Federation, Sohagpur Area, Post Dhanpuri,
Distt. Shahdol (M.P.).

APPEARANCES :

For Workman.—Shri D. L. Agarwal.

For Management.—Shri R. Menon, Advocate.

INDUSTRY : Coal Mine. DISTRICT : Shahdol (M.P.).

AWARD

(15-11-91)

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(69)/89-IR(C-II) dated 27th Sept. 1989, for adjudication of the following dispute :—

"Whether the action of the Management of Amlai Colliery of Sohagpur Area of M/s. S.E.C. Ltd., PO Amlai, Distt. Shahdol in terminating the services of Sri Madan Singh son of Shri Jang Bahadur Singh, Ex-Casual worker w.e.f. 1-11-1982, is legal and justified ? If not, to what relief the workman concerned is entitled ?"

2. Facts leading to this case are that Shri Madan Singh S/o. Shri Jang Bahadur Singh, Ex-Casual Worker, was appointed in the year 1973 and since then he was continuously working in Amlai Colliery. His services were terminated with effect from 1-11-1982.

3. Workman says that he fell sick and he took treatment at Amlai Colliery Dispensary from 9-8-82 to 10-8-82. For better treatment he approached the Doctor, Government Hospital and took treatment from Dr. Singhai of the Government Hospital from 11-8-82 to 7-11-82. After he became fit he reported for his duties to the Manager, Amlai Colliery on 9-11-82 but he was not allowed to join stating that his services have been terminated with effect from 1-11-1982.

4. The workman never received any letter of termination. He had no knowledge about the same. No explanation was called from him. He was not

mination of his service is neither legal nor justified. He is entitled to be reinstated with all back wages and consequential benefits.

5. Management says that he was a habitual absentee. He absented from duty with effect from 1-9-1982 without giving any information to the management. According to Cl. 17(ii) of the Standing Orders applicable to the workman any person who absent himself without permission for more than 30 days his services will come to an end automatically. Accordingly his services came to an end on 1st November, 1982.

6. Even though the services of the workman came to an end as back as 1982 he raised the dispute for the first time before the A.L.C. on 3-8-1988. The workman has no case and the reference is liable to be rejected.

7. Similar facts have been reiterated in the rejoinder.

8. Reference was the issue in the case.

REASONS FOR MY FINDINGS :

9. The workman has examined himself in support of his case and has proved documents Ex. W/1 to Ex. W/6. Management has examined two witnesses viz. S. P. Sharma (On Affidavit) as M.W.1 and S. B. Sahai (On affidavit) as M.W.2 and proved documents Ex. M/1 to Ex. M/5.

10. The first Doctor's Certificate appears to be dated 3-11-82 (?) (Ex. W/1) which is on record. Ex. W/2 is joining report dated 5-4-85. Then again there is an application dated 16-1-85 which is Ex. W/3. There is nothing on record to show as to what the workman did prior to 16-1-85. There is further nothing on record to show that the workman had informed the management about his illness or prior to 16-1-85. The statement of W.W.1 does not help him in any way. I have no reason to disbelieve the evidence of S. P. Sharma and S. B. Sahai. It is a pure and simple case of desertion and the dispute raised in the year 1988 lacks bona fides. Thus the action taken by the management cannot be taken to be unjustified. The workman is not entitled to any relief whatsoever. Reference is accordingly answered as follows :—

The action of the Management of Amlai Colliery of Sohagpur Area of M/s. S.E.C. Ltd., P.O. Amlai, Distt. Shahdol in terminating the services of Shri Madan Singh son of Shri Jang Bahadur Singh, Ex-Casual worker w.e.f. 1-11-82 is legal and justified. He is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-22012(69)/89-IR(C.II)]

का. प्र. 3105 :—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अन्वये में केन्द्रीय सरकार नेबिन्दा कोषधरी आफ मै. एल. ई. ग्रा. एल. के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच अन्वये में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण अवसथु के पंचपट की प्रकाशित करती है जो केन्द्रीय सरकार की 28-11-91 को प्राप्त हुआ था।

S.O. 3105.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Govinda Colliery of M/s S.E.C. Ltd., of their workmen, which was received by the Central Government on the 28-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.).

Case No. CGIT[LC(R)(68)]1987

PARTIES :

Employers in relation to the management of Govinda Colliery of SEC Ltd., P. O. Kotma Colliery, Shahdol (M.P.) and their workman Shri Dhanvendra S/o. Ram Kumar, Ex. Badli Worker, represented through the R.K.K.M.S. (INTUC), P.O. Shahdol, District Shahdol (M.P.).

APPEARANCES :

For Workman.—Shri Jagdish Singh.

For Management.—Shri R. Menon, Advocate.

INDUSTRY : Coal Mining. DISTRICT : Shahdol (M.P.).

AWARD

Dated, November, 12th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/30/86-D.II(B) dated 25th May, 1987, for adjudication of the following dispute :—

“Whether the termination of Shri Dhanvendra S/o. Ram Kumar, Ex-Badli Worker of Govinda Colliery of SEC Ltd., by the Supdt. (M) Manager, Govinda Colliery, P.O. Kotma Colliery Dist. Shahdol vide letter No. WCL/SUPDT(M)/GOV/ABSENCE/2556, dated 10-12-1983 is justified? If not, to what relief the workman is entitled for?”

2. A Badli Worker, Dhanvendra S/o. Ram Kumar, is said to have been working since the year 1973 in Govinda Colliery. He was a Badli Tub-loader. He was charge-sheeted on 29-8-83 as follows as per Ex. M/1 and was ultimately removed from service vide order dated 10-12-1983.

3. Workman says that he was sick from 20-7-83 to 8-10-83. He joined on 21-10-83. He was charge-sheeted on 29-10-83.

CHARGES

“You are in the habit of remaining unauthorised absence from duty as is evident from the attendance particulars given below :—

	1981	1982	1983
Jan.	07	21	nil
Feb.	Nil	05	nil
March	20	nil	nil
April	19	nil	nil
May	10	06	nil
June	07	11	nil
July	16	nil	07
August	04	nil	nil
Sept	nil	nil	nil
Oct.	02	nil	nil
Nov.	23	nil	nil
Dec.	26	1	nil

If the above charges are proved it would be constituted misconduct under the certified standing order applicable to the colliery by which you are governed. The said standing order reads as under :—

16(4) Habitual late attendance and habitual absence without leave or without sufficient cause.

16(16) Continuous absence without permission and without satisfactory cause for more than 10 days."

4. Again he was taken back on duty on 2-11-83 and continued upto 12-12-83. Badli workers do not get regular work. The enquiry was improperly held. As and when the workman was absent he informed the management accordingly. His termination is illegal and Supdt|Manager is not competent to dismiss him.

5. Management says that he was appointed as Badli Tub-Loader with effect from 29-11-1985. He was habitual absentee ion which he was given the above charge-sheet. Workman admitted his guilt. After having held an enquiry the services of the workman were terminated. The order is just and legal and the reference is liable to be rejected.

6. Following issues were framed by my learned predecessor and my findings are recorded as follows :—

ISSUES

1. Whether the domestic|departmental enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination|action taken against the workman is justified on the facts of the case ?
5. Relief and costs.

FINDINGS :

6. This Tribunal vide proceedings dated 15-5-91 held that the enquiry is proper and legal and the question of management to lead evidence in regard to misconduct of the workman does not arise.

7. So far the question of remaining issues is concerned vide Ex. M|4 the workman himself has admitted his guilt. In Ex. M|5 also he partly admitted that he was sick, but no document was filed by the workman to prove that he was sick or he was under treatment and therefore he could not attend his duties. Except Ex. W|1 and Ex. M|1 to Ex. M|5 there is no other evidence on record.

8. From the admission of the workman it could be clearly said that the workman was habitual defaulter as pointed out in the charge-sheet. There is nothing contrary to it. It has also not been pointed out as to how the Supdt.|Manager of Mines was not competent to dismiss the workman concerned.

9. Habitual absenteeism for such a long time is a serious matter. The workman has failed to point out that during these days he was not given job because he was a Badli worker. That being so and looking to the nature of the charge it is not justiciable to interfere in the action taken by the management. Punishment awarded is proper as also legal and justified on the facts on record. Workman is not entitled to any relief. Reference is accordingly answered as follows :—

The termination of Shri Dhanvendra S|o. Ram Kumar, Ex-Badli Worker of Govinda Colliery of SEC Ltd., by Supdt. (M)|Manager, Govinda colliery, P.O. Kotma Colliery Dist. Shahdol vide letter No. WCL/SUPDT(M)/GOV/ ABSENCE/2556 dated 10-12-1983 is justified. Workman concerned is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-21012/30/86-D.III(B)]

RAJA LAL, Desk Officer

नई दिल्ली, 27 नवम्बर, 1991

का. आ. 3106:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) का धारा 17 के अनुसरण में केन्द्रिय सरकार भवनमेंट आफ इण्डिया प्रेस अन्तर्गत के प्रबन्धन के संबंध निम्नलिखित और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक आंदोलन कानपुर के पक्षों का प्रकाशन करता है जो केन्द्रिय सरकार का 26-11-91 का आदेश था।

New Delhi, the 27th November, 1991

S.O. 3106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Govt. of India Press, Aligarh and their workmen, which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 44 of 1990

In the matter of dispute between
President,
Rajkiya Mudralay Karamchahi Sangh,
Madhupura,
Station Road,
Aligarh-202001.

AND

Manager,
Govt. of India Press,
Aligarh-202001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-16012/1/89-D.2(B) dt. 15-1-1990, has referred the following dispute for adjudication to this Tribunal :—

"Whether the Manager of Govt. of India Press, Aligarh, was justified in reverting Sh. Om Prakash, from the post of Binder to the post of Binding Asstt. w.e.f. 7-10-87 ? If not, what relief the workman was entitled to ?"

2. In the instant case the first date for the cross examination of the workman was 26-6-90, but since then the cross examination of the workman could not be concluded till 6-12-90. The dates fixed in the case intermittently were informed to the workman by notices but despite that the workman did not appear for his cross examination on 6-12-90.

3. It therefore, seems that the workman is not interested in prosecuting its case. Therefore, a no claim award is given in his favour.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-16012/1/89-D.II(B)(Pt)]

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 300 of 1989

In the matter of dispute between :
The President,
Rashtriya Chaturtha Shreni Rail Mazdoor Congress,
(INTUC) 2-236 Namnair,
Agra.

AND

The Divisional Rly. Manager,
Central Rly. Jhansi.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41012/69/89 IR(DU) dt. 28-11-89, has referred the following dispute for adjudication to this Tribunal:

Whether the Divisional Rly. Manager Central Rly. Jhansi was justified in terminating the services of Shri Tula Ram Chakroborty w.e.f. 18-1-87? If not, to what relief the workman was entitled?

2. On 28-10-91 parties representatives S/Shri Surendra Singh for the Union and Shri B. N. Bhattacharya for the management were present. Shri Surendra Singh moved an application on behalf of the Union praying that since the workman has been kept in service in pursuance of the order dt. 23-5-90 passed by the Central Administrative Tribunal, Allahabad, as such reference has become infructuous. I do agree with the prayer made by the authorised representative, for the Union.

AND

3. In view of the above the present reference order has become infructuous and as such it is decided accordingly.

4. Reference is answered accordingly.
dated 30-10-91.

Sd/-

ARJAN DEV, Presiding Officer

का. आ. 3107 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. डी. ओ. (टेलीफोन) श्रमिकों के प्रबन्धन के संबंध में निम्नलिखित विवादों और उनके कर्मचारियों के संबंध में निम्नलिखित औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक श्रमिकों के पक्ष में प्रकाशित करती है; जो केन्द्रीय सरकार का 25-11-91 का प्राप्त हुआ था।

New Delhi, the 27th November, 1991

S.O. 3107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Telephones) Rishikesh and their workmen, which was received by the Central Government on 25-11-91.

K. V. B. UNNY, Desk Officer
[No. L-40012/105/88-D.V(B)(Pt)]

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

In the matter of dispute between :

Industrial Dispute No. 149 of 1989

Shri Makan Singh, Casual Labour,
Telephone Exchange,
Rishikesh, Dehradun.

AND

Sub Divisional Officer,
Telephones,
Rishikesh,
Distt. Dehradun.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-40012/105/88-D-2(B) dt. 26-5-89, has referred the following dispute for adjudication to this Tribunal :—

Kya Upmandal Adhikari (Telephones) Rishikesh ka Shri Makan Singh Mazdoor ko dimank 1-2-88 se sewa

se nihkashit Karna nyayochit hai? Yadi Nahi to karamkar kis anuthosh ka adhikari hai?

2. The case of the workman in brief is that he had worked as a daily rated casual labour from 1985 to 31-1-88. However his services were terminated illegally in violation of the provisions of section 25F I.D. Act w.e.f. 1-2-88. He further alleges that he had been paid wages at the rate of Rs. 12.50 paise per day when he ought to have been paid wages at the rate of Rs. 28.25 paise per day. He has, therefore, prayed for his reinstatement with full back wages.

3. The case is contested by the management. The management plead that the workman was engaged as a DRCL in July 1985 and his services were legally terminated w.e.f. 1-2-88 after giving him one month's notice dated 21-12-87. On 31-1-88 he was offered 15 days wages by way of retrenchment compensation but he refused to accept the same. Therefore on 3-2-88 the said amount was remitted by money order to the workman who refused to accept it. According to the management the workman was engaged on temporary basis with the clear understanding that when his services would be no longer required, his services would be terminated. The management deny that the workman had been paid wages at the rate of Rs. 12.50 paise per day. According to the management the workman had been paid Rs. 10536 as arrears of wages.

4. In his rejoinder the workman has denied that he was ever served with any notice dated 21-12-87. He has also denied that he was offered retrenchment compensation by the management on 31-1-88. He further denies that he ever refused to accept the amount remitted to him by way of retrenchment compensation by money order. According to him his retrenchment compensation amounted to Rs. 1271.25 paise. Besides he has challenged the order of his termination on the ground of violation of section 25N of the Industrial Disputes Act, 1947.

5. In this case although the workman filed his affidavit in support of his case, a statement was given on his behalf by his authorised representative on 18-3-91 that the workman does not want to lead any evidence in support of his case and that the date be fixed for the cross examination of the management witness who has already filed an affidavit in support of the management's case.

6. From the facts stated by the management in paras 1 and 2 of the written statement it is evident that even according to the management the workman had worked from July 1985 to 31-1-88. In his cross examination, the management witness Shri Murari Singh SDO(T) has admitted that the working of the workman during the aforesaid period had been continuous. It follows therefore, that the workman had worked continuously for more than two years prior to the termination of his services.

7. In this case the authorised representative for the workman has not pressed the plea with regard to violation of section 25N of the Act raised in the rejoinder by the workman. He has however, pressed the plea that the order of termination was passed in violation of the provisions of section 25F I.D. Act.

8. From the number of working day found above, the application of section 25F I.D. Act stood attracted. So we have to find out whether or not the management before terminating the services of the workman gave him one month's notice or notice pay and whether or not before the termination of his services, the management offered him retrenchment compensation.

9. With his affidavit the management witness has filed the copy of notice dated 21-12-87. It is annexure 2. The notice was issued to as many as 7 workmen including the present workman. At the foot of the notice there appear the signatures of such workmen as received the said notice. Amongst them the name of the workman does not appear. It means that prima facie he was not served with this notice. Neither in the written statement nor in the affidavit of the management witness it is stated that the workman had refused to receive the notice. However in his cross examination, the management witness has deposed that the work-

man had refused to receive the notice. According to him he was told about it by Shri Jaspal Singh, Mustering Officer. It is admitted by him that Shri Jaspal Singh is still in service of the management. He also states that in this case nothing was given in writing by Shri Jaspal Singh. Therefore, in the absence of the evidence of Shri Jaspal Singh no reliance can be placed on the testimony of the management witness that the workman had refused to accept the notice. Hence, I hold that the management has failed to prove service of notice dated 21-12-88 copy annexure 2 to the affidavit of the management witness.

10. Even on the point of payment of retrenchment, compensation the evidence adduced by the management is not worthy of credence. The case set up by the management is that he was offered 15 days wages as retrenchment compensation on 31-1-88. However, in para 4 of his statement in cross examination, the management witness has deposed that for the first time retrenchment compensation was sent to the workman by money order on 3-2-88 with his affidavit the management witness has filed photostat copy of the acknowledgement portion including the senders name and full address and space for communication of the money order. It shows that Rs. 186.75 paisa were remitted by way of 15 days wages as retrenchment compensation to the workman. Firstly it comes out from the evidence that the retrenchment compensation was not paid/not offered upto 31-1-88 to the workman. Secondly it comes out that Rs. 186.75 paisa did not amount to full retrenchment compensation to which the workman was entitled on account of his having put in more than 2 years of continuous service. Section 25F(b) lays down that in such a case the workman has to be paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed years of continuous service or any part thereof in excess of six months.

11. Thus we find that there was a clear violation of section 25F I.D. Act by the management at the time of terminating the service of the workman. The workman is therefore, entitled to his reinstatement in service with full back wages and all consequential benefits.

12. The workman has also raised the point that he had been paid wages at the rate of Rs. 12.50 paisa per day when he ought to have been paid wages at the rate of 28.75 paisa per day. This plea has not been pressed by the authorised representative for the workman, after he has admitted the statement filed by the management with their written statement regarding payment of arrears of wages amounting to Rs. 10536.35 paisa, to the workman.

13. Hence, it is held that the action of the management in terminating the service of Shri Makan Singh workman w.e.f. 1-2-88 was neither legal nor justified. Consequently the workman is held entitled to his reinstatement with full back wages and all consequential benefits subject to his filing of an affidavit to the effect that he was not gainfully employed anywhere else during the period he remained out of service of the management.

14. Reference is answered accordingly.

Sd/-

ARJAN DEV, Presiding Officer.

[No. L-40012/105/88-D.II(B)(Pt)]

का. प्रा. 3108 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, फीट बोर्ड सेरठ के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच झूठ में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government In-

dustrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantt. Board Meerut and their workmen, which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 158 of 1990

In the matter of dispute between :

Shri Jagdish S/o Shri Mangoo C/o Shri Subhash Chandra
Singhal 24, Tanki Mohalla, Meerut Cantt.-250001

AND

Cantonment Board Executive Officer Cantonment Board
Meerut-250001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-13012/7/89-D-2(B) dated 18-7-90 has referred the following dispute for adjudication to this Tribunal :-

Kya Cantt Board Meerut ke prabandhantra dwara Shri Jagdish Putra Shri Mangoo jise June 1986 ke sakshatkar ke baad daunik vetan bhogi safaiwala ke roop me karyarat kiya gaya tha jahan usne June 87 tak karya, kiya tha yeh kan kar naukari na dena ki vah niyukti patra dinak 16-3-87 ke ansuar medical panjiyan karvakar das din ke andar karya par upasthit nahi hua nyayochit hai ? Yadi nahi to karamkar kis anutosh ka adhikari hai ?

2. On 24-10-91, when the case was taken up for hearing Shri B. C. Tondon appeared for the management. Neither the workman nor his authorised representative was present. On 24-10-91 the case was fixed for the cross-examination of the workman. Prior to it on 4-9-91 also neither the workman nor his authorised representative was present. However the case was adjourned to 24-10-91 and it was ordered that a notice be sent to the workman at the address found mentioned in the reference order about the next date fixed in the case. Notice was sent on 13-9-91, but despite that the workman failed to appear in the case.

3. It, therefore, appears that neither the workman nor his authorised representative is interested in prosecuting the case.

4. Therefore, a no claim award is given in the case.

5. Reference is answered accordingly.

Sd/-

ARJAN DEV, Presiding Officer

[No. L-13012/7/89-D.II(B)(Pt)]

का. प्रा. 3109 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. डी. ओ. टेलेग्राफ के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच झूठ में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.D.O. Telegraph, Mainpuri and their workmen which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 280 of 1990

In the matter of dispute between :

Shri Shiv Prasad S/o Shri Shiv Sahai r/o 252/10 Shastri
Nagar, Kanpur, Pin 208005.

AND

Up Mandal Adhikari (Tar) Dak Avam Tar Vibhag,
Jugjit Nagar, Mainpuri-205001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-40012/30/90-IR(DU) dated 20-11-90 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of sub-Divisional Officer Telegraph, Department of Telegraphs, Jugjit Nagar Division, Mainpuri in terminating the services of Shri Shiv Prasad w.e.f. 12-8-87 is justified? If not to what relief the concerned workman is entitled to ?

2. The workman's case in brief is that he had been in the employment of the management from 15-7-83 to 16-11-84. Subsequently he was directed to work in another unit at Mainpuri whereupon he worked there from 23-9-86 to 11-8-87. After 11-8-87 he was asked to go back to his parent unit but he was not taken in service. He has therefore prayed for his reinstatement with back wages.

3. The case proceeded ex parte against the management. In support of his case, the workman has filed his affidavit alongwith photo copies of some documents. On going through the documents produced by the workman I find that he has proved his case ex parte against the management. Having worked for more than 240 days during the period preceding the date of his last working he became entitled to the protection of sec. 25F I. D. Act. The workman in his affidavit has denied that at the time of his termination he was neither given any notice nor notice pay nor paid retrenchment compensation. The management having failed to comply with the mandatory provisions of Sec. 25F I. D. Act, the action of the management in terminating his services is held as void ab initio.

4. Hence it is held that the action of the management in terminating the services of the workman w.e.f. 12-8-87 is neither legal nor justified. The workman is therefore held entitled for his reinstatement with full back wages subject to his filing an affidavit to the effect that he was not gainfully employed during the period he remained out of employment from the service of the management.

5. Reference is answered accordingly.

Sd/-

ARIAN DEV, Presiding Officer

[No. L-40012/30/90-IR(DIT)(Pt.)]

का. अ. 3110 :--औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम्. डी. ओ. (टेलीफोन्स) रिशिकेश के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच दायित्व में ब्रिटिश औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंच-पट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure,

in the industrial dispute between the employers in relation to management of S.D.O. (Telephones) Rishikesh and their workmen, which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 148 of 1989

In the matter of dispute between :—

Shri Bhaskar Dev Tewari C/o CITU Karyalaya Local
Bus Stand Dehradun.

AND

Up Mandal Adhikari (Telephones) Rishikesh District
Dehradun.

AWARD

The Central Government, Ministry of Labour, vide its notification no. L-40012/106/88-2(8) dt. 26-5-89, has referred the following dispute for adjudication to this Tribunal—

Kya Upmandal Adhikari (Telephones) Rishikesh ka Shri Bhaskar Dev Tewari Mazdoor ko dinank 1-2-88 se sewa se nikalna nyayochit hai ? Yaadi Nahi to karamkar kis annrosh ka adhikari hai ?

2. The case of the workman in brief is that he had worked as a daily rated casual labour from 1986 to 31-1-88. However his services were terminated illegally in violation of the provisions of section 25F I.D. Act, w.e.f. 1-2-88. He further alleges that he had been paid wages at the rate of Rs. 12.50 paise per day when he ought to have been paid wages at the rate of Rs. 28.25 paise per day. He has, therefore, prayed for his reinstatement with full back wages.

3. The case is contested by the management. The management plead that the workman was engaged as a DRCL in March 1986 and his services were legally terminated w.e.f. 1-2-88 after giving him one months notice. On 31-1-88 he was offered 15 days wages by way of retrenchment compensation but he refused to accept the same. Therefore, on 3-2-88 the said amount was remitted by money order to the workman who refused to accept it. According to the management the workman was engaged on temporary basis with the clear understanding that when his services would be no longer required, his services would be terminated. The management deny that the workman had been paid wages at the rate of Rs. 12.50 paise per day. According to the management the workman had been paid Rs. 10003-75 P. as arrears of wages.

4. In his rejoinder the workman has denied that he was ever served with any notice. He has also denied that he was offered retrenchment compensation by the management on 31-1-88. He further denies that he ever refused to accept the amount remitted to him by way of retrenchment compensation by money order. According to him his retrenchment compensation amounted to Rs. 847.50 paise. Besides he has challenged the order of his termination on the ground of violation of sec. 25F I.D. Act.

5. In this case on 21-2-91 the workman moved an application to the effect that he had not to file any affidavit in support of his case. Management, however, have relied upon oral and documentary evidence.

6. From the facts stated by the management in para 1 and 2 of the written statement it is evident that even according to the management the workman had worked from March 1986 to 31-1-88. In his cross examination, the management witness Shri Murari Singh SDOIT has admitted that the working of the workman during the aforesaid period had been continuous. It follows therefore, that the workman had worked continuously for more than a year prior to the termination of his services. Because of it in his case, the provisions of section 25F are attracted. I may state here that during the course of his arguments Shri

O. P. Mathur the authorised representative for the workman had not pressed the plea with regard to the alleged violation of section 25N I.D. Act raised in the rejoinder.

7. So we have to find out whether or not the management before terminating the services of the workman gave him one month's notice or notice pay and whether or not before the termination of his services the management offered him retrenchment compensation.

8. The management witness has filed with his affidavit the copy of notice dated 21-12-87. It is annexure 2. From the notice it appears that the management intended to terminate the service of 7 workmen including the present workman. Below the names of these 7 workmen there appear the signatures of such workmen as had received the notice. Amongst them the name of the applicant/workman does not appear.

9. It is nowhere stated in the written statement or in the affidavit of the management that the workman had refused to receive the notice when on behalf of the management it was tendered to him. For the first time it has been stated by the management witness in his cross-examination, that the workman had refused to accept it. However, the management witness is unable to tell us to who had gone to serve the notice and when he had gone to serve the notice on the workman. He admits that the workman is not a possession of any written proof on the point that the workman had refused to receive the notice. Because of it cannot be held that the workman was served with any notice.

10. With regard to retrenchment compensation the witness has deposed that he cannot tell when for the first time retrenchment compensation was offered to the workman without looking to the documents. After he was shown annexures 4 & 5 of his affidavit he stated that for the first time Rs. 186.75 paise by way of retrenchment compensation were remitted by money order to the workman on 3-2-88. Annexure 4 is the photo copy of the portion of the money order. It shows that Rs. 186.75 paise towards retrenchment compensation, was remitted to the workman, for 15 days. Even if it be taken that the workman was entitled to this much retrenchment compensation, the said amount having not been paid to the workman by 31-1-88 it could not amount to compliance of section 25F of the I. D. Act.

11. Hence I hold that the management did not comply with the provisions of section 25F I.D. Act, before terminating the services of the workman. The workman is, therefore, entitled to his reinstatement in service with full back wages and all consequential benefits.

12. The workman has also raised the point that he had been paid wages at the rate of Rs. 12.50 paise per day when he ought to have been paid wages at the rate of 28.75 paise per day. This plea has not been pressed by the authorised representative for the workman, after he has admitted the statement filed by the management with their written statement regarding payment of arrears of wages amounting to Rs. 10008.75P, paise to the workman.

13. Hence, it is held that the action of the management in terminating the services of Shri Bhaskar Dev Tewari w.e.f. 1-2-88 was neither legal nor justified. Consequently the workman is held entitled to his reinstatement with full back wages and all consequential benefits subject to his filing of an affidavit to the effect that he was not gainfully employed anywhere else during the period he remained out of service of the management.

14. Reference is answered accordingly.

Sd/-

30-10-91

ARIAN Dev, Presiding Officer

[No. I. 40012/106/88-D.II(B)(Pt)]

का. प्र. 311/1-1-ओद्योगिक विवाद प्रविष्टि, 1947 (1947 का 14) का धारा 17 के अनुसूच में केन्द्रिय सरकार टेलेकॉम डिस्ट्रिक्ट इंजीनियर अमरावती (महाराष्ट्र) के प्रमुख के सबंध विवादों और उनके कर्मचारों के बीच झगड़ों में निरुद्ध ओद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण अमरावती के पंचपट को प्रकाशित करता है जो केन्द्रिय सरकार की 26-11-91 का प्रावधान था।

S.O. 3111.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947); the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Distt. Engineer, Amravati (MS) and their workmen, which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)/93/1988

PARTIES :

Employers in relation to the management of Telecom District Engineer, Amravati (MS) and their workmen Shri Bharotrao Bhagat C/o Shri V. K. Sule, President, All India Telegraph Engineering Employees Union, Class 3 & 4 Staff, Kela Tonk Exchange, Amravati-444 602.

APPEARANCES :

For Workman.—Shri V. K. Sule

For Management.—Shri P.V.S.T. Sai

INDUSTRY : Telecom DISTRICT : Amravati (MS)

AWARD

Dated : November 14th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-40012/46/87-D-2(B) dated 28th July, 1988, for adjudication of the following dispute :—

"Whether the action of Telecom District Engineer in terminating the services of Shri Anil Bharotrao Bhagat, Casual Labour w.e.f. 18-5-87 is justified? If not, what relief the workman is entitled to?"

2. Facts leading to the case are that Shri Anil Bharotrao Bhagat was appointed by the management at Telecommunication Department on 1-5-85 having been sponsored through the Local Employment Exchange and was employed as Casual Mazdoor where he worked upto 7th June 1987. His services came to an end when management served a letter No. E-2/C/137 dated 7-5-87. He was again taken on job on 15-8-87 and he worked upto 31-12-87. Again his services came to an end on 1-1-88.

3. Workman says that he had completed more than 547 days of continuous service. Thus he had continuously worked for more than 240 days in a year. He has not been paid notice, notice pay or retrenchment compensation as required under Sec. 25-F of the I.D. Act. He should have been regularised instead of terminating his services. He is, therefore, entitled to be reinstated with back wages and continuity in service and regularisation.

4. Management says that he was given one month's advance notice. On sympathetic ground the workman was engaged with effect from 15-8-87 to 31-12-87. According to the direction of the C.M. Telecom no casual labour was to be engaged after 7-5-85. Reference is liable to be rejected.

5. Reference was issued in the case.

REASONS FOR MY FINDINGS :

6. In rejoinder the workman has pointed out that the alleged letter dated 7-5-87 was received by him on 18-5-87. This finds support from the alleged retrenchment notice Ex. W/3, photocopy of which is Ex. M/2. Obviously, it was not a one month's notice.

7. Ext. W/1 is Identity Card. Ex. W/2 is his statement showing the days of work performed by the workman during the period which fact is not disputed. Ex. W/4 is a letter showing that his services were terminated w.e.f. 1-1-88 due to non-availability of work. Ex. M/2 is photo copy of letter dated 7-5-87. Ex. M/3 is a copy of instructions from the Department of Telephones. This is all the evidence on record.

8. The facts are glaring to hold that the workman has served for more than 240 days continuously and even there were breaks if any there is nothing on record to show that they were on account of the fault act of the workman concerned. Strangely enough the date of termination in the order of reference is 18-5-87 which is nobody's case. It should be 7-5-87. It may be a mistake. However, that does not affect the merits of the case.

9. There is obviously violation of the provisions of Sec. 25-F of the I. D. Act inasmuch as neither notice nor notice pay or retrenchment compensation has been paid to the workman as provided by Sec. 25-F of the I. D. Act. Thus the termination is void ab initio. His being taken on the job from 15-8-87 to 31-12-87 does not make any difference but will be treated as a part of unfair labour practice to defeat just claim of the workman for continuity in service. It is for this reason that 31-12-87 has not been taken or 1-1-88 as date of termination under the order of reference. The retrenchment of the workman is void ab initio. It is liable to be and is hereby set aside. I rely on the following judgments in this regard :

1. State Bank of India Vs. N. Sunderamony 1976 1-LJJ-476.
2. Mohan Lal Vs. Bharat Electronics Ltd. AIR 1981 SC 1253.
3. L. Robert D'Souza Vs. Ex-Engineer, S. R. 1979 1 LJJ 211.

10. I accordingly hold that the order of termination of service of the workman is void ab initio and he is entitled to be in continuous service from 8-5-87 onwards with all back wages and consequential benefits arising therefrom. The period of his work from 15-8-87 to 31-12-1987 should be adjusted and difference of payment be made for this period. The workman should also be regularised in accordance with rules. Rs. 500/- awarded as costs to be paid to the workman by the management. Reference is accordingly answered as follows :-

Action of the Telecom District Engineer in terminating the services of Shri Anil Bharotrao Bhagat, Casual Labour is not justified. He is entitled to the relief as per direction in para 10 of the award.

V. N. SHUKLA, Presiding Officer

[No. I-40012/46/87-D.II(B)(Pt)]

का. अ. ३११२ :- औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में केन्द्रीय सरकार ने की कम्प्यूटरीकरण सामग्री (म.प्र.) के प्रधानमंत्री के संबद्ध निदेशों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीकरण जबलपुर के पंचपट को प्रकाशन करती है, जो केन्द्रीय सरकार को २६-११-९१ को प्राप्त हुआ था।

S.O. 3112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in 3193 GI/91—5.

the industrial dispute between the employers in relation to the management of Telecommunication Sagar, (M.P.) and their workmen, which was received by the Central Government on 26-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC(R)(27)/1989

PARTIES :

Employers in relation to the management of P&T Department, Damoh (M.P.) and their workman, Shri Mohammad Yakoob Khan, Pathani Mohalla, Hindoriya, District Damoh (M.P.).

APPEARANCES :

For Workman.—Shri S. K. Rao, Advocate.

For Management.—Shri R. K. Gunasta, Advocate.

INDUSTRY : P&T

DISTRICT : Damoh (M.P.)

AWARD

Dated, the 12th November, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. I-40012/22/88-D.II(B) Dated nil, for adjudication of the following dispute :—

"Whether the action of the management of Telecommunication, Sagar, M. P. in terminating the services of Shri Mohammad Yakoob Khan w.e.f. 1-8-87 is justified? If not, to what relief and from what date the workman concerned is entitled?"

2. The workman concerned, Shri Mohammad Yakoob Khan, was working as a Casual Postman and worked at Telecommunication Sagar (M.P.). His services were terminated w.e.f. 1-8-1987 without assigning any reason. The compliance of the provisions of Sec. 25-F of the I.D. Act was not made.

3. Workman says that after completing 90 days services as should have been given regular wages and also should have been regularised. He was getting Rs. 360 per month which was less than the regular wages. The termination is void ab initio and thus liable to be set aside with all consequential benefit, regularity and continuity in service and all other benefits with differences of wages.

4. Management says that being Casual Worker he was not entitled to wages of regular Post Man. He was not paid Rs. 360 p.m. He was paid Rs. 9 per day only. Management is not an industry. He was daily rated employee appointed through the Employment Exchange. He was given job for specific work. There is no work from January 1985. Reference is therefore liable to be rejected.

5. Reference was the issue in the case.

6. The workman has filed his own affidavit and proved documents Ex. W/1 & Ex. W/2. It is obviously not disputed that the workman concerned from 24-1-85 to 30th July 1987 which follows that he had worked for more than 240 days. This fact further stands corroborated by the affidavit of the workman and Ex. W/1 and Ex. W/2.

7. There are series of judgments that the Telecommunication Department/Post & Telegraph Department is an industry and the workman concerned is a workman within the definition of Secs. 2(j) & 2(s) of the I.D. Act. That being so, the workman had completed 240 days continuous service. There should have been compliance of Sec. 25-F of the I.D. Act, for want of which the termination is void ab initio. Not only this the workman had worked for more than 2 years and he should have been considered for regularisation.

8. I therefore hold that the termination of the services of the workman w.e.f. 1-8-1987 is not justified. He is entitled to be reinstated with all back wages and consequential bene-

fits arising therefrom. Rs. 500 costs awarded to the workman. Reference is accordingly answered as follows :—

The action of the management of Telecommunication, Sagar, M.P. in terminating the services of Shri Mohammad Yakoub Khan w.e.f. 1-8-1987 is not justified. He is entitled to be reinstated with all back wages and consequential benefits arising therefrom. Management shall further pay Rs. 500 as costs to the workman concerned.

V. N. SHUKLA, Presiding Officer

[No. L-40012/22/88-D.II(B)(Pt.)]

नई दिल्ली, 5 दिसम्बर, 1991

का. घा. 3113 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेल मेल सर्विस हबली विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 2-12-91 को प्राप्त हुआ था।

New Delhi, the 5th December, 1991

S.O. 3113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rail Mail Service, Hubli Division and their workmen, which was received by the Central Government on 2-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this the 26th day of November, 1991

PRESENT :

Shri M. B. Vishwanath, B. Sc., B.L., Presiding Officer.

CENTRAL REFERENCE NO. 2/1991.

I PARTY :

Shri M. Prakash, S/o Marakappa Shivanooker, EDMM Casual Labour, C/o Ramesh Yetgol, Advocate, Sangameshwarnagar, Gulbarga (PO) Karnataka.

(By Sri K. Appa Rao, Advocate)

Vs.

II PARTY :

(1) The Superintendent of Rail Mail Service, Hubli Division, HUBLI-580028.

(2) The Sub Record Officer, RMS Sub Record Office, Station area, Gulbarga, Karnataka State.

(By Sri J. M. Riazuddin, Advocate).

AWARD

1. By Order No. L-40012/103/90-IR(DU) dated 23/31st January, 1991 the Hon'ble Central Government had referred this dispute for adjudication under clause (d) of Sub section (1) and Sub-Section (2 A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1944), to the Tribunal.

2. The point for adjudication as per Schedule to reference is as follows :—

“Whether the action of the management of Deptt. of posts, Rail Mail Service, Hubli Division, Hubli in terminating the services of Shri M. Prakash, S/o Marakappa Shivanooker, Ex. EDMM Casual Labour is justified”? If not, what relief the workman concerned is entitled to?”

3. Notices were issued to both the parties.

4. The first hearing date was 19-2-1991. On this day a Bangalore Advocate has filed power for I party. Time was granted to him to file the Claim statement. In all a dozen adjournments were granted to the I party to file his claim statement. But neither the counsel for the I party nor the

I party was present on all the subsequent adjourned dates of hearing. The I party has not filed the claim statement. The Tribunal issued a notice to the Bangalore advocate for I party to appear before the Tribunal and file the claim statement. In pursuance of this notice, neither the advocate for the I party nor the I party appeared.

5. As per the reference the I party's address is Gulbarga Address. Since the interests of a workman were involved, by way of abundant precaution, notice was issued to the personal address of I party at Gulbarga and the case was taken up at Gulbarga. As per the notice the I party was directed to file his claim statement at Gulbarga. The I party did not appear even at Gulbarga. He has not filed his claim statement so far.

6. From what I have narrated above, it is clear that the I party is not interested in prosecuting the matter. Hence the reference is rejected.

(Dictated to the Secretary, taken down by him, got typed and corrected by me).

M. B. VISHWANATH, Presiding Officer

[No. L-40012/103/90-IR(DU)(Pt.)]

का. घा. 3114 :—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ पोस्टमास्टर जनरल यू. पी. सर्कल, लखनऊ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-91 को प्राप्त हुआ था।

S.O. 3114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Postmaster General, U.P. Circle, Lucknow and their workmen, which was received by the Central Government on 2-12-1991.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 261 of 1990

In the matter of dispute between :

Federal Councilor, National Federation of Post & Tele. Employees, 7/1 P&T Colony, Aishbagh, Malviya Nagar, Lucknow-226001.

AND

Chief Postmaster General, U.P. Circle, M. G. Marg, Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-40011/3/90-I.R. (U.P.) dt. 24-10-1990, has referred the following dispute for adjudication to this Tribunal :

“Whether the Chief Postmaster General, U.P. Circle, Lucknow is justified in not revising the rate of daily wages of 9 casual labour (list enclosed) employed in the Administrative offices consequent upon the introduction of 5 days week w.e.f. 9-8-1985? If not, to what relief the workman concerned are entitled to?”

2. On 23-9-1991, the present case proceeded ex parte and 4-11-1991 was fixed for ex parte final hearing. On 4-11-91 none appeared either on behalf of the Union to press the claim. Management's representative too was absent. Till 1.00 p.m. none appeared from either side.

3. In thus appears that the union is not interested in prosecuting the case.

4. Therefore, a no claim award is given in the case against the Union/workmen.

5. Reference is answered accordingly.

20-11-1991.

ARJAN DFV, Presiding Officer
[No. L-40011/3/90-IR(DU)(Pt.)]

का. घा. 3115 :-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेल मेल सर्विस हबली विभाजन के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में, निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 2-12-91 का प्राप्त हुआ।

S.O. 3115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rail Mail Service, Hubli Division and their workmen, which was received by the Central Government on 2-12-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 26th day of November, 1991

PRESENT :

Shri M. B. Vishwanath, B.Sc., B.L.

Presiding Officer

CENTRAL REFERENCE NO. 3/1991

I PARTY :

Shri, Narasimha, S/o Narayanrao Patil, C/o Ramesh Yergol, Advocate, Sangameshwarnagar, GULBARGA (PO) Karnataka.

(By Sri. K. Appa Rao, Advocate).
Vs.

II PARTY :

1. The Superintendent of Rail Mail Service, HUBLI Division, HUBLI-580 028.

2. The Sub-Record Officer, RMS Sub-Record Office, Station area, GULBARGA, Karnataka.

(By Sri. J. M. Riazuddin, Advocate).

AWARD

1. By order No. L-40012/104/90-IR(DU) dated 23/31-1-1991, the Hon'ble Central Government had referred this dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) to this Tribunal.

2. The point for adjudication as per schedule to reference is as follows :—

“Whether the action on the part of the Deptt. of costs, Rail Mail Services, Hubli Division, Hubli in terminating the services of Shri Narasimha, Ex. EDMM is justified? If not, to what relief the workman is entitled to?”

3. Notices were issued to both the parties.

4. The first hearing date was 19-2-1991. On this day a Bangalore advocate has filed power for I party. Time was granted to him to file the claim statement. In all a dozen adjournments were granted to the I party to file his claim statement. But neither the counsel for the I party nor the I party was present on all the subsequent adjourned dates of hearing. The I party has not filed the claim statement. The Tribunal issued a notice to the Bangalore advocate for I party to appear before the Tribunal and file the claim statement. In pursuance of this notice, neither the advocate for the I party nor the I party appeared.

5. As per the reference the I party's address is Gulbarga address. Since the interest of a workman were involved, by way of abundant precaution, notice was issued to the personal address of I party at Gulbarga and the case was taken up at Gulbarga. As per the notice the I party was directed to file his claim statement at Gulbarga. The I party did not appear even at Gulbarga. He has not filed his claim statement so far.

6. From what I have narrated above, it is clear that the I party is not interested in prosecuting the matter. Hence the reference is rejected.

(Dictated to the Secretary, taken down by him, got typed and corrected by me).

M. B. VISHWANATH, Presiding Officer
[No. L-40012/104/90-IR(DU)(Pt.)]

का. घा. 3116 :-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री. पी. डब्ल्यू. डॉ., त्रिवेन्द्रम और रोजनल प्रोवाइडेंट फंड कर्मचारियों के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण कोल्लम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-91 का प्राप्त हुआ।

S.O. 3116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CPWD, Trivandrum and RPF, Trivandrum and their workmen, which was received by the Central Government on 29-11-91.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,

KOLLAM

Dated, this the 11th day of November, 1991

PRESENT :

Sri C. N. Sasidharan, Industrial Tribunal
IN

INDUSTRIAL DISPUTE NO. 68/89

BETWEEN

(1)

The Executive Engineer, Trivandrum Central Division, C.P.W.D., Trivandrum-4.

(2)

The Regional Provident Fund Commissioner, Office of the Regional Commissioner, Employees Provident Funds, Bhavisyanidhi Bhavan, P. B. No. 1016, Patom Trivandrum.

(By Sri. V. G. Govindan Nair, Advocate, Trivandrum.

AND

Smt. C. Balamma, Kaliyikkal Maels Kuzhivila Veedu Mary Land Studio Road, Nemom P.O., Trivandrum-21.

(By Sri. S. Balachandran, Advocate, Trivandrum).

AWARD

The Government of India as per Order No. L-42012/97/88-D.II(B) dated 24-7-1989 have referred this industrial dispute for adjudicating the following issue :

“Whether one of the two agencies viz. CPWD authorities rep. by the Executive Engineer, Trivandrum Central Division, Trivandrum who engaged her services as a part-time sweeper and EPF Organisation rep. by the Regional Provident Fund Commissioner, who utilised her services as a part-time sweeper was the actual employer of Smt. Balamma, Part-time

Sweeper, employed to clean the stair case and surroundings of Employees Provident Fund Quarters at Trivandrum during the period from Oct. 1984 to Nov. 1987 and whether the action on the part of the employer, who so ever may be considered her employer, in terminating her services w.e.f. Nov. 1987 is justified? If not, to what relief the workman is entitled to?"

2. The workman Smt. Balamma has stated in her claim statement that she belongs to a poor scheduled caste community. Her case is briefly as below. She was appointed as a part-time sweeper by the Executive Engineer, CPWD, Trivandrum, the first management and joined duty on 23-3-83. She was attached to the staff quarters of the Regional Provident Fund Commissioner, Trivandrum the second management as per instructions from first management. Accordingly she was attending to the sweeping work at the staff quarters without interruption. Though she was appointed only as a part time sweeper her work involved more hours of work than a full time sweeper. After completion of one year period as part-time sweeper she was entitled to be absorbed as NMR worker on full time basis. She was receiving her wages from the first management @ Rs. 275/- PM initially and subsequently revised as Rs. 350/-. Her services were being utilised by second management and while doing so first management terminated her service with effect from 1-12-1987 without any reason. The termination according to her is illegal, irregular and unsustainable. She was not given notice before such termination of service and no compensation was also paid. In her place another sweeper was appointed and the sweeping work is still available. The action of management is a case of victimisation. Her further case is that her termination of service is as a retaliation for representing that she may be absorbed as a full time sweeper as several persons appointed after her date of appointment had been given such benefit. First management is the principal employer and second management is the immediate employer hence any of these managements is liable to reinstate her in service. According to her she is entitled to be reinstated in service with all benefits

The case of first management is briefly as below :

The first management has stated in the reply statement that he claim of the workman is not maintainable as she is not a workman as defined under Industrial Disputes Act. As per the request of the second management the first management engaged the workman as part-time sweeper to clean the common staircase and surroundings of the quarters of second management with effect from 30-8-1984. She was not engaged from the roll of Employment Exchange. The maintenance of campus of second management was taken over by first management on 1984. The workman was receiving allowance @ Rs. 250/-. She was only a part-time sweeper. By letter dated 18-11-1987 the first management informed the second management that the cleaning and sweeping is the duty to be looked after by the claimant department. The cleaning and sweeping work was discontinued by the first management. The first management did not appoint or engage anybody as sweeper for cleaning the quarters of second management. The first management is not the employer and this management did not terminate the service of the alleged workman. She has received the allowance for the work she has done. The first management did not engage anybody in the place of alleged workman. As there is no termination by the first management they are not liable to reinstate the alleged workman in their service.

4. The case of second management is briefly as below : The workman was engaged by the first management and as per instructions of that management she was sweeping the common staircase and surroundings of staff quarters of this management. There is no provision for appointment of NMR workers in the service of second management and the second management is not bound to absorb the workman in service. The workman was reported to be engaged by the first management and payments were made by that management. It is the duty of the first management to arrange the above work. The first management by letter dated 18-11-87 brought to the notice of second management that cleaning and sweeping is a duty to be looked after by the claimant department and residents of the campus. It was also requested that second management had to take necessary arrangements to employ a sweeper for cleaning and that the first

management were going to dispense with the present sweeper. This make it clear that the workman was employed by the first management and dispensed with her services. Second management has not employed and not terminated the service of the workman. This management is not liable to reinstate her in service. As per the general instructions from the Central Provident Fund Commissioner the maintenance work of office building and staff quarters of second management at Trivandrum has been entrusted to the first management as a deposit work. The first management appointed a sweeper to clean the campus and Regional Provident Fund Staff Quarters as part of this arrangement only. After getting the letter dated 18-11-1987 from first management the second management recruited a person through the Employment Exchange. According to the second management they are not in any way liable to reinstate the workman in their service or pay any reliefs.

5. The evidence consists of the deposition of the workman as WW1 and Exts. W1 on her side. The Asst. Engineer of first management was examined as MW1 and Exts. M1 to M8 have been marked on the side of first management. The Head Clerk of second management was examined as MW2 and Exts. M9 to M16 have also been marked on their side.

6. The case pleaded by the workman as per her claim statement is that she was appointed by the first management and paid by that management. It is also stated that her services were terminated by the first management without any reason. But she has deposed as WW1 before this Tribunal categorically that she was appointed by the second management and paid her wages by that management. She has categorically denied the question put to her by the learned counsel for the second management to the effect that she was appointed and paid by the first management. This statement of the workman is contrary to the case pleaded by her in the claim statement. Her deposition before this Tribunal have not been corrected in her re-examination by her learned counsel. The above contrary statements in the claim statement and deposition before this Tribunal show that the workman is not having a consistent case. The contrary statements of the workman cannot be acted upon. The deposition of the Asst. Engineer of MW1 and Exts. M4, M5 and M10 to M12 clearly establish that the first management has appointed the workman and paid her wages. But the workman is pleading a contrary case before this Tribunal. The contrary case pleaded by the workman cannot therefore be accepted and acted upon and no relief can be granted to her on the basis of such inconsistent case. The workman is therefore not entitled to any relief from this Tribunal.

7. In view of the above conclusion I hold that Smt. Balamma is not entitled to any relief in this reference. The reference is accordingly answered in the negative.

C. N. SASIDHARAN, Industrial Tribunal
[No. L-42012/97/88-D.II(B)(Pt)]

APPENDIX

Witness examined on the side of the workman

WW1. Smt. C. Balamma

Witness examined on the side of the Management

MW1. Sri R. Sivanarayanan

MW2. Sri N. Gopinathan Nair

Documents marked on the side of the Management

Ext. M1. Photocopy of letter issued to the first management from the second management on 26-4-1984.

Ext. M2. Office copy of letter addressed to the first management from the Superintending Engineer of first management on 27-8-1982.

Ext. M3. Letter issued to the Asstt. Engineer of first management from second management on 12-4-1984.

Ext. M4. Letter issued to the second management from the first management on 18-11-1987.

Ext. M5. Letter issued to the second management from the first management on 12-9-1984.

Ext. M6. Photocopy of page 19 of CPWD Manual.

Ext. M7. Photocopy of letter issued to the Director General (Works) CPWD., New Delhi from the first management on 30-4-1988.

Ext. M8. Photocopy of letter issued to second management from the first management on 29-10-1983.

Ext. M9. Letter issued to Asstt. Engineer of first management from second management on 12-7-1984.

Ext. M10. Photocopy of Letter issued to second management from Asstt. Engineer of first management on 12-9-84.

Ext. M11. Photocopy of Letter issued to second management from Asstt. Engineer of first management on 18-11-87.

Ext. M12. Certificate issued to Smt. Balamma from Asstt. Engineer of the first management.

Ext. M13. Photocopy of appointment Letter issued to one Sri. Sivaraman from the second management dated 19-2-88.

Ext. M14. Photocopy of letter issued to second management from the first management on 25-7-1985.

Ext. M15. Photocopy of letter issued to second management from the first management on 19-7-1988.

Ext. M16. Photocopy of letter issued to first management from the second management on 30-6-1989.

Document marked on the side of the workman.

Ext. W1. Certificate issued to Smt. Balamma from the Asst. Engineer of first management.

का. अ. 3117 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेल मेल सर्विस हुबली डिवीजन के प्रबन्धन के संबंध निदेशकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-91 को प्राप्त हुआ था।

S.O. 3117.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rail Mail Service, Hubli Division and their workmen, which was received by the Central Government on 2-12-91.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE.

Dated this 26th day of November, 1991.

PRESENT :

Shri M. B. Vishwanath, B.Sc., B.L.
Presiding Officer.

Central Reference No. 4/1991.

I PARTY :

Sri Annarao,
S/o Basawanappa Allur,
C/o Ramesh Yergol, Advocate,
Sangameshwarnagar,
GULBARGA (POST) Karnataka.
(By Shri K. Appa Rao,
Advocate).

Vs.

II PARTY

1. The Superintendent of Rail Mail Service, Hubli Division, HUBLI—580 028.

2. The Sub Record Officer, RMS Sub Record Office, Station area,
GULBARGA, (Karnataka).
(By Sri J. M. Raizuddin, Advocate).

AWARD

1. By order No. L-40012/105/90-IR(DU) dated 23/31-1-1991, the Hon'ble Central Government had referred this dispute for adjudication under clause (d) of sub section (1) and sub section (2A) of section 10 of Industrial Dispute Act, 1947 (14 of 1947) to this Tribunal.

2. The point for adjudication as per schedule to reference is as follows :—

“Whether the action on the part of the Department of posts, Rail Mail Service, Hubli Division, Hubli in terminating the services of Shri Annarao, S/o Basawanappa Allur, Ex. EDMM Casual Labour is Justified? If not, to what relief the workman is entitled to?”.

3. Notices were issued to both the parties.

4. The first hearing date was 19-12-1991. On this day a Bangalore advocate has filed power for I party. Time was granted to him to file the claim statement. In all a dozen adjournments were granted to the I party to file his claim statement. But neither the counsel for the I party nor the I party was present on all the subsequent adjourned dates of hearing. The I party has not filed the claim statement. The Tribunal issued a notice to the Bangalore advocate for I party to appear before the Tribunal and file the claim statement. In pursuance of this notice, neither the advocate for the I party nor the I party appeared.

5. As per the reference the I party's address is Gulbarga address. Since the interests of a workman were involved, by way of abundant precaution, notice was issued to the personal address of I party at Gulbarga and the case was taken up at Gulbarga. As per the notice the I party was directed to file his claim statement at Gulbarga. The I party did not appear even at Gulbarga. He has not filed his claim statement so far.

6. From what I have narrated above, it is clear that the I party is not interested in prosecuting the matter. Hence the reference is rejected.

(Dictated to the Secretary, taken down by him, got typed and corrected by me).

M. B. VISHWANATH, Presiding Officer
[No. L-40012/05/90-IR(DU)(Pt)-

का. अ. 3118 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलमेल माल एक्स्प्रेस कारपोरेशन लिमिटेड, बम्बई के प्रबन्धन के संबंध निदेशकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-91 को प्राप्त हुआ था।

S.O. 3118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Small Industries Corpn. Ltd. Bombay and their workmen, which was received by the Central Government on 28-11-91.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT

Shri P. D. Apshankar

Presiding Officer

Reference No. : SGIT—2/29 of 1990.

PARTIES :

Employers in relation to the management of National Small Industries Corpn., Ltd., Bombay.

AND

Their Workmen

APPEARANCES :

For the Employer : Shri N. B. Jalota, Advocate.

For the Workmen : Shri A. H. Makhija, General Secretary, National Small Industries, Corpn. Ltd., Employees' Union.

INDUSTRY : Small Industries

STATE : Maharashtra.

Bombay, dated the 20th November, 1991.

AWARD

The Central Government by their order No. L-42011/35/90-IR(DU) dated 17th October 1990, have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of the National Small Industries Corpn. Ltd., Bombay, is justified in denying the workmen of the legitimate promotion on the line of clause 1 (a) of the Memorandum of understanding reached between them and their workmen represented through various trade unions operating in the Corporation in the country dated 21-06-1987 ? If not, what relief are the workmen concerned entitled to in accordance with the Memorandum of settlement dated 21-6-1987 "

2. While this reference was at the stage of filing the statement of claim by the Union, both the parties, i.e. the Advocate for the Corporation and the General Secretary of the Union, filed a joint pursis (Ex. 2) that the dispute in question is already settled, and as such, the reference be disposed off.

3. Therefore, in view of the said pursis of both the parties, the present reference stands disposed of.

4. The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

[No. L-42011/35/90-IR(DU) (Pt.)]

K. V. B. UNNY, Desk Officer

श्रम मंत्रालय

नई दिल्ली, 27 नवम्बर, 1991

का.श्रा. 3119 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक आफ इन्दौर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न्यायालय, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

New Delhi, the 27th November, 1991

S.O. 3119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 26-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (265)/1989

PARTIES .

Employers in relation to the management of State Bank of Indore, Gwalior and their workman, Shri B. K. Sharma Clerk/Cashier, Resident of 6/13 Jagdish Ki Gali, Ganesh Niketan, Nayapura, Ujjain (M.P.).

APPEARANCES :

For Workman—Workman in person.

For Management—Shri Seemen, Asstt. Law Officer.

INDUSTRY : Banking **DISTRICT :** Gwalior (M.P.)

AWARD

Dated, the 15th November, 1991

SCHEDULE

"Whether the action of the management of the R.M. State Bank of Indore, Gwalior, in not providing employment to Shri B. K. Sharma, (Designation) Clerk/Cashier after 12-4-80 (date of termination), and whether his said termination, is justified ? If not, to what relief the workman is entitled for ?"

The above matter of dispute was referred to this Tribunal by the Central Government, Ministry of Labour, vide its Notification No. L-12012/246/89-IR(B-3) dated 12-12-1989, for adjudication.

2. Workman, Shri Bal Krishna Sharma S/o Shri Bansi Lal Sharma worked as Clerk/Cashier at Kanpur Branch, Gwalior of State Bank of Indore from 1-1-80 to 12-4-80. His services were terminated with effect from 12-4-80.

3. Workman says that he came to this Tribunal in view of the Award passed by the Industrial Tribunal-cum-Labour Court, Kanpur, referred to in para 1 of the statement of claim. His services were terminated without any notice as required under the provisions of I.D. Act. He further says that other persons involved in the Award have been given the benefits whereas no benefit was extended to the workman concerned which is discriminatory and violative of the fundamental rights. As per Award he is entitled to the permanent appointment. After his illegal termination the Branch has appointed other persons. In rejoinder the workman has clarified that one Shri Deshmukh and one lady was allowed to be continued. They were juniors to him. This is violation of Section 25-H of the I.D. Act. Action of the management is void ab initio. Workman is entitled to all back wages and consequential benefits.

4. Management says that he worked between 15-1-80 to 12-4-80 as follows:—

From 15-1-80 to 25-1-80	11 days
From 1-2-80 to 22-3-80	51 days
From 31-3-80 to 9-4-80	10 days
From 11-4-80 to 12-4-80	2 days
	<hr/> 74 days <hr/>

He was appointed for a specific period. The said Award is not applicable to the facts of this case. There is no violation of any award whatsoever. The provisions of Section 25-G & H are not applicable. No such persons as alleged were junior to the workman or were continued in service. Reference is liable to be rejected.

5. Reference was the issue in this case.

REASONS FOR MY FINDINGS:

6. The only evidence adduced before this Tribunal was of G. R. Agarwal (M.W. 1), Branch Manager. According to him the workman was employed for a specific period of 74 days and thereafter his services were terminated. The witness remained uncrossed.

7. Undisputedly he worked for 74 days only. That apart nothing could have been shown that Shri Deshmukh or any other lady who were junior to him were continued. On the other hand, this fact has been denied in the rejoinder. Thus there is no evidence to show that Shri Deshmukh or any lady were junior to him or they continued or they got job after the termination of the workman.

8. The workman has not completed 240 days continuous service. How the alleged Award is applicable to the facts of this case is not understood.

9. There is no violation of the provisions of the I.D. Act. The workman is not entitled to any relief. Claim has been raised after a period of nine years. Reference is accordingly answered as follows:—

The action of the management of the R. M. State Bank of Indore, Gwalior, in not providing employment to Shri B. K. Sharma (Designation) Clerk/Cashier after 12-4-80 (date of termination), and his said termination is justified. He is not entitled to any relief Rs. 200 are awarded as costs to the management.

V. N. SHUKLA, Presiding Officer

[No. L-12012/246/89-IR(B-3)]

का.आ. 3120 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाकौशल क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय, जबलपुर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mahakaushal Kshetriya Gramin Bank and their workmen, which was received by the Central Government on the 26-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIL/LC(R)(28)/1990

PARTIES

Employers in relation to the management of Mahakaushal Kshetriya Gramin Bank, Narsinghpur and their workman, Shri Damodar Prasad Kaurav, Ex-Peon C/o Shri U. S. Malviya, Punjab National Bank, Nagpur Road, Madanmahal, Jabalpur-482 001.

APPEARANCES :

For Workman.—Shri U. S. Malviya.

For Management.—Shri R. K. Gupta, Advocate.

INDUSTRY : Banking. DISTRICT : Narsinghpur (M.P.).

AWARD

Dated, November 14th, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12011/78/89-IR(B) dated 22-1-1991, for adjudication of the following dispute :—

"Whether the action of the management of Mahakaushal Kshetriya Gramin Bank, Narsinghpur in terminating the services of Shri Damodar Prasad Kaurav, Ex-Peon, w.e.f. 31-7-1939 in violation of Sections 25-G and H of the Industrial Disputes Act, 1947 is justified? If not, to what relief the workman concerned is entitled?"

2. The workman, Shri Damodar Prasad Kaurav alleged to be an Ex-Peon of Mahakaushal Kshetriya Gramin Bank, Narsinghpur, undisputedly worked with the management from 7-3-1986 to 31-7-1989. Thus he had completed 240 days continuous service.

3. According to the management, there was violation of Sec. 25-F of the I.D. Act which fact has not been denied by the management. Management has only said that the question of determining the point of violation of the provisions of Sec. 25-F being out of the scope of reference cannot be considered and if this aspect of the case is not considered justice cannot be passed and the courts are slow to give an award which would not impart justice or consider prima-faciely justiciable claim

4. This Tribunal certainly cannot direct the Government to send a fresh reference including the violation of Sec. 25-F, but this can be left for consideration of the Government. With this observation the reference is disposed of. Parties to bear their own costs.

V. N. SHUKLA, Presiding Officer

[No. L-12011/78/89-IR(B-D)]

नई दिल्ली, 29 नवम्बर, 1991

का.आ. 3121—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में श्रम न्यायालय कोझीकोड के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-91 को प्राप्त हुआ था।

New Delhi, the 29th November, 1991

S.O. 3121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Kozhikode, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 28-11-91.

IN THE LABOUR COURT, KOZHIKODE,
KERALA STATE

Dated this the 7th day of November, 1991

PRESENT :

Shri K. G. Gopalakrishnan, B.A., B.L.
Presiding Officer.

I.D. No. 14/89

BETWEEN :

The Deputy General Manager,
State Bank of India,
Regional Officer,
Ernakulam, Kerala State.

.....Management

AND

Shri C. K. Haridas,
23/239 Pookayil Bazar,
Tirur.

..Workman

REPRESENTATIONS :

Sri K. Bhaskaran Nair, Advocate, Calicut....
For Workman

Sri M. Asokan, Advocate, Calicut
..For Management

AWARD

The dispute between the management of the State Bank of India and one of its workman by name Sri C. K. Haridas in connection with the dismissal of this workman from service by the said bank as a punishment, was referred to this court for adjudication by the Central Government under section 10 (1)(c) of the Industrial Disputes Act by its order No. L-12012/175/89-IRB.III dated 19th October, 1989.

2. On receipt of the reference order in this court pursuant to the notice issued from this court, both the management bank and the workman entered appearance and filed statements setting forth their stand in the dispute.

3. The brief averments in the statement filed by the workman are as follows :—The workman joined the service of the management bank as a clerk in 1967 and during 1983 he was working in its Tirur Branch as a clerk. While so, by a memo dated 19-10-1983 he was suspended from service by the bank alleging certain misconducts, and later on 18-11-1983 a charge sheet setting up three charges was served to this workman. The gist of these charges is that the workman misused his S.B. Account in the Tirur Branch by issuing cheques when there was no amount in that account to honour those cheques and by discounting those cheques a total loss of Rs. 4350/- is caused to the Bank. The other charge is that this workman has caused disappearance of these cheques when these cheques were sent to Tirur Branch for collection by the collecting branches. The workman is really innocent and he has not committed any such misconducts as alleged in the charge sheet. Hence the workman gave an explanation pleading innocence. But however the management was not satisfied with this explanation and hence a domestic enquiry was conducted in this matter by the management and one Mr. Esaw a Senior Officer of the bank was appointed as the Enquiry Officer. Though notice of this enquiry was served to this workman this enquiry was really a farce as the Enquiry Officer was biased against the workman. This enquiry was in fact conducted violating all principles of natural justice and the workman was not given any opportunity to state his case and defend himself. Later the Enquiry Officer gave a report to the management bank holding the workman guilty of all these charges and basing on that report of the Enquiry Officer, the management dismissed the workman from service as punishment. The management bank, first of all, should not have

looked into the enquiry report since the finding entered into by the Enquiry Officer is perverse and it is not based on any legal evidence. Hence the action of the management dismissing the workman from service relying on that enquiry report is illegal and unjust especially when this workman is innocent. Hence an award may be passed directing the management bank to reinstate the workman in service with back-wages and continuity of service.

4. The gist of the averments in the statement filed by the management bank are as follows:—It is true that this workman while serving as a clerk in the Tirur Branch of the management bank was suspended on 19-10-1983 and later on 18-11-1983 he was given a charge sheet setting up three charges against him. It is also true that after the receipt of the explanation from the workman the management has conducted a domestic enquiry in this matter and the workman was dismissed from service. This workman was committed from service since he is found to have committed grave irregularities and misconducts misusing his position as a clerk and misusing his S.B. Account. Or in other words by misusing his S.B. Account he has caused wrongful loss to the bank to the tune of Rs. 4350/- on 4 occasions the workman issued for Rs. 1750/-, 1000/-, 1000/- and 600/- when there were no money at all in his S.B. Account to honour these cheques and got these cheques discounted from Calicut and Beypore Branches of the Bank. Though on two occasions viz., 28-2-1981 and 27-7-1981 there were sufficient amount in his account to honour those two cheques, in the meanwhile he withdrew that amount knowing fully well that he had issued these two cheques. Thus in short by issuing cheques when there were no amount in his S.B. Account to honour these cheques and by getting these cheques discounted from other branches of the management bank he has caused a total loss of Rs. 4350/- to the bank. The second charge is that when these cheques and withdrawal slips were sent to Tirur Branch for collection by Calicut and Beypore Branches, the workman caused disappearance of these cheques. Even though these misconducts on the part of the workman are serious and grave, still the management did not impose any punishment to the workman and he was punished by dismissing him from service only after the Enquiry Officer who conducted the domestic enquiry in this matter gave a report to the management holding him guilty of all the charges. The averments in the statement filed by the management that the enquiry was farce and biased and that it was conducted in flagrant violation of principles of natural justice are all false. The enquiry was in fact conducted strictly in accordance with the principles of natural justice and the workman was given all opportunities to defend himself. The further averments that the finding of the Enquiry Officer is perverse and hence it should not have been acted upon by the management bank is also false. Really there were sufficient and cogent evidence before the Enquiry Officer to hold the workman guilty of the charges. All these would reveal clearly that the action of the management dismissing the workman from service is fully legal and justifiable. Hence an award may be passed upholding these contentions of the management.

5. On these pleadings the following points are formulated for decision:—

- (1) Whether the domestic enquiry conducted by the management is legal and valid?
- (2) Whether the finding of the Enquiry Officer holding the workman guilty is based on legal evidence and whether it is sustainable in law?
- (3) What is the proper punishment if any to be awarded to the workman?
- (4) Result?

6. The evidence consists of the oral testimony of MW1 and the documents marked as Exts. M1 to M7.

7. Point No. 1.—This point pertaining to the validity of the domestic enquiry conducted by the management was considered as a preliminary point and it was disposed of by my order dated 19-3-1991 holding that the enquiry conducted by the management is strictly legal and valid and it does not suffer from any legal infirmity.

8. Point No. 2.—Thus the enquiry conducted by the management is found to be legal and valid, the only other question now arises for consideration is only whether the finding of the Enquiry Officer holding the workman guilty is based on legal evidence and whether it is sustainable in law. As stated earlier, altogether three charges are framed against the workman. But charges 1 and 2 can be considered together since they are with respect to one and the same incident. The misconducts alleged on the part of the workman which gave rise to these two charges is that he misused his S.B. Account in Tirur Branch by issuing cheques to third parties in that account and got these cheques discounted from other branches of this bank when there were no amount in his account to honour these cheques. According to the management on 16-2-1981 he issued a withdrawal slip to one E. Vijayachandran for a sum of Rs. 1750 when the actual amount lying in credit of his account was only Rs. 2.89. Again on 27-3-1981 he issued another cheque for Rs. 1,000 to the very same Vijayachandran for Rs. 1,000 when the amount lying in credit in his account was only Rs. 3. Likewise on 28-2-1981 he issued another withdrawal slip for Rs. 1,000 to one M. K. Sadasivan and on 27-7-1981 yet another withdrawal slip was issued to self for Rs. 600. Even though there were sufficient money in his account at the time of issuing these two withdrawal slips, before the presentation of these withdrawal slips the balance lying in credit were withdrawn by him with the result when these withdrawal slips were presented there were no money in his account to honour these slips. But even then he got these slips discounted from other branches and thereby caused a total loss of Rs. 4,350 to the bank. Thus in short the case of the management bank is that by misusing his S.B. Account by issuing cheques without keeping sufficient amount in his account and by discounting those cheques the workman has caused loss to the bank.

9. The Enquiry Officer after analysing the oral and documentary evidence produced by the management before him found the workman guilty of these two charges, for according to the Enquiry Officer

Ext. P3 S.B. Account of this workman produced before him is more than enough to conclude that the workman has misused his S.B. Account by issuing cheques as alleged by the management. I see no reason to defer from this view of the Enquiry Officer since Ext. P3 S.B. Account clearly shows that when a withdrawal slips was issued by the workman to one Vijayachandran for a sum of Rs. 1750 the balance in his account was only Rs. 2.89. In the same way when a cheque for Rs. 1,000 was issued to the very same Vijayachandran on 27-3-1981 the balance was only just Rs. 3. Likewise this account further shows that even though there were sufficient amount to honour the withdrawal slips issued by him to one M. K. Sadasivan and the other for self on 28-2-1981 and on 27-7-1981 immediately after the issuance of these cheques he withdrew amount from this account without keeping sufficient amount in that account to honour these two cheques. Thus as rightly observed by the Enquiry Officer a mere perusal of this account book is more than enough to hold the workman is guilty of this dishonest act. This is not seriously disputed by the workman. Moreover it is the admitted fact that when this foul play was detected a total sum of Rs. 4,350 was paid back by the workman immediately. Thus in short I do not find any infirmity or flaw in the finding of the Enquiry Officer holding the workman guilty of charges 1 and 2. So much so the finding of the Enquiry Officer holding the workman guilty of charges 1 and 2 has only to be upheld.

10. Then comes the third charges. The third charge, as stated earlier is that the workman caused disappearance of these cheques and withdrawal slips when these cheques and withdrawal slips were sent for collection from Calicut and Bepore Branches to Tirur Branch by registered post. Or to put it differently the charge against him is that he suppressed these cheques when cheques reached Tirur Branch for collection. To prove this charge, the management has produced the despatch register and D.D. Purchase Register maintained both in the Calicut Branch and in the Bepore Branch from where these cheques and withdrawal slips were sent to Tirur Branch by registered post for collection. These registers in fact show that these cheques have been duly sent from these respective Branches to the Tirur Branch for collection. But these cheques are not seen duly accounted in the Tirur Branch, while the relevant entries show that all other cheque received at that time were duly accounted. This of course no doubt shows that the workman would have done something to suppress these cheques for fear that if those cheques are duly accounted this will be detected. But this can only be a presumption or rather an assumption because there is no direct evidence to say that the workman has wilfully suppressed or caused disappearance of these cheques and withdrawal slips when they reached Tirur Branch for collection. Or to put it differently the evidence tendered by the management on this aspect only probabilses to some extent the case of the bank that the workman would have something to do in the suppression of these cheques. But probability cannot be taken as a substitute for evidence. Hence as long as there is no direct evidence to hold that the workman has wilfully and purposely caused disappearance of these cheques, he

cannot be held guilty of charge No. 3 merely relying on probabilities. Hence the finding of the Enquiry Officer holding the workman guilty of charge No. 3, in my opinion, cannot be sustained. This point is thus decided holding that the finding of the Enquiry Officer holding the workman guilty of charges 1 and 2 is sustainable in law while the workman cannot be held guilty of charge No. 3.

11. Point No. 3.—Now it is found in answer to point No. 2 that the workman is guilty of charges 1 and 2 only. According to the management though charges 1 and 2 are termed as misuse of S.B. Account, in fact it will amount to misappropriation of bank funds and hence he deserves only the extreme penalty of dismissal from service. But at the outset itself I would like to point out that I cannot subscribe to his view of the management this is misappropriation because misappropriation comes in only when somebody utilises for his own purpose money or anything which is entrusted to him for something else. Here the only charge proved against the workman is that he issued cheques knowing fully well that there are no funds in his account to honour these cheques. Although this is nothing but a dishonest act on the part of the workman, it cannot be characterised as misappropriation in the strict sense of the term. Moreover it is the conceded case that as and when this is detected, he paid back the entire amount to the bank promptly. This being the position, I feel that extreme penalty of dismissal from service is not at all warranted in this case and as he is out of employment without any salary whatsoever right from 1983 cutting of his wages for these entire period would be a just and adequate punishment. Hence the order of the management dismissing the workman from service is set aside and he is ordered to be reinstated in service without back wages but with continuity of service only.

12. In the result an award is passed directing the management to reinstate the workman in service without backwages but with continuity of service.

13. This award will come into force 30 days after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 7th day of November, 1991.

K. G. GOPALAKRISHNAN, Presiding Officer
[No. L-12012/175/89-IR(B II)]

APPENDIX

Witness examined on the side of the workman:—

WW1—C. K. Haridas, S/o P. K. Menon.

Documents marked on the side of the workman:—

NIL

Witnesses examined on the side of the workman :—

MW1...M. Eso, S/o. Mathai.

Ext. M1—Domestic Enquiry file.

Ext. M2—Registered letters despatch Register.

Ext. M3—Registered letters despatch Register.

Ext. M4—Registered letters despatch Register.

Ext. M5—D.Ds purchased of Register.

Ext. M6—D.Ds purchased of Register.

Ext. M7—D.Ds purchased of Register.

नई दिल्ली, 3 दिसम्बर, 1991

का.आ. 3122 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, व श्रम न्यायालय, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-12-1991 को प्राप्त हुआ था।

New Delhi, the 3rd December, 1991

S.O. 3122.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 3-12-91.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 3 of 1991

In the matter of dispute between :

Shri Ghanashyam Sharma, through Shri V. N. Sekhari, 26/104, Birhana Road, Kanpur-208001.—Applicant.

AND

The Regional Manager, State Bank of India, Region-III, Zonal Office, Kanpur-208001.
—Opp. party.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/219/90-IR(B-3) dated 29-1-1991, has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of State Bank of India, Kanpur in terminating the services of Shri Ghanashyam Sharma, Ex-Guard w.e.f. 8-3-89 is justified? If not, to what relief the concerned workman is entitled to?”

2. In the instant case despite availing of 5 opportunities no claim statement was filed on behalf of workman. On 1-10-91 it was specifically ordered that the case was being adjourned to 13-11-91 giving last opportunity to the workman for filing of the claim statement. On 1-10-91 the workman was present despite that on 13-11-91 neither he appeared in the case nor filed claim statement.

3. Thus from the facts stated above it appears that the workman is not interested in prosecuting the case. Therefore, a no claim award is given in the case against the workman.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/219/90-IR(B.III)]
S. C. SHARMA, Desk Officer

नई दिल्ली, 28 नवम्बर, 1991

का.आ. 3123 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मलानखण्ड कॉपर/प्रोजेक्ट एच.सी. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-91 को प्राप्त हुआ था।

New Delhi, the 28th November, 1991

S.O. 3123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-Jabalpur (M.P.) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Malankhand Copper Project, H. C. Ltd., and their workmen, which was received by the Central Government on 27-11-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)

CASE NO. CGIT/LC(R)(19)/87

PARTIES :

Employers in relation to the management of Malankhand Copper Project, H. C. Ltd., P.O. Malankhand, District Balaghat (M.P.) and their workmen S/Shri Sant Masih and Mansingh Thakre, Tech. Gr. III, represented through the Bhartiya Khanij Mazdoor Sangh (BMS), P.O. Malankhand, District Balaghat (M.P.).

APPEARANCES :

For Workmen.—Shri S. K. Mishra, Advocate.

For Management.—Shri R. K. Gupta, Advocate.

INDUSTRY : Copper Project

DISTRICT :
Balaghat (M.P.)

AWARD

Dated : November 12, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-43011/3/87-D. III(B), dated 9-9-1987, for adjudication of the following dispute :—

“Whether the action of the management of Malankhand Copper Project of H. C. Ltd., Malankhand in terminating the service of S/Shri Sant Masih & Mansingh Thakre, Tech. Gr. III with effect from 7-10-86 is justified? If not, what relief the concerned workman are entitled to?”

2. The workman, Shri Sant Masih was charge-sheeted as follows :—

CHARGE-SHEET

It has been reported that you in collusion with Shri Man Singh Thakre, Technician Gr III (Pay Loader & Fork Lift), Code No. 1124 have been demanding and accepting illegal gratification from the

drivers of the trucks in consideration of loading of concentrates in the trucks in such a manner that the trucks do not get damaged. You have been collecting illegal gratification to the tune of Rs. 100—300 per day for the last 6-7 months. The aforesaid amount collected as illegal gratification were being distributed among yourself and you also used to pay Rs. 2.50 per day each to the two supply mazdoors as share of illegal gratification and for assisting you in collection of illegal gratification from the drivers of the trucks.

On 29-6-85 while you were on duty in the General shift for loading of concentrates in trucks, you demanded and accepted Rs. 10/- as illegal gratification from Shri Ram Lal, driver of truck No. MBK 7179, for loading concentrates in his truck. On the same day you also demanded and accepted Rs. 10 as illegal gratification, through Shri Ismail Khan, supply labour working in the loading section from Shri Harnans Singh, driver of truck No. PAT 8315, in consideration of loading the said truck with concentrates in a manner which does not damage his truck. You also compelled and adopted coercive methods on the supply labourers and other employees of the loading section working in the Concentrator Plant to collect illegal gratification and deliver the same to you and your accomplice Shri M. S. Thakre. You threatened Shri S. Prasad, Tech Gr. II, Code No. 1421 with dire consequences when he refused to collect money from the drivers of the trucks and in case he extend cooperation to the investigation agency. You are, therefore, charged as under :—

1. Fraud, breach of trust and dishonesty in connection with company's business.
2. Commission of an act subversive of discipline and good behaviour in the course of duty.
3. Using threatening and intimidating against any employee
4. Taking bribe/illegal gratification.
5. Any act which is prima facie prejudicial and detrimental to the interest and reputation of the company

The aforesaid acts on your part amounts to gross misconduct under clause 30(ii), 30(ix), 30(vii) 30(xi) and 30(Li) of the Certified Standing Orders of this Project and render you liable for strict disciplinary action.”

3. Workman, Shri Mansingh Thakre, was charged as follows :—

CHARGE SHEET

It has been reported that you in collusion with Shri Sant Singh Masih Technician Gr. III (Pay Loader & Fork Lift), Code No. 1111 have been demanding and accepting illegal gratification from the drivers of the trucks in consideration of loading of concentrates in the trucks in such a manner that the trucks do not get damaged. You have been collecting illegal gratification to the tune of Rs. 100-300/- per day for the last 6-7 months. The aforesaid amount collected as illegal gratification was being distributed among yourself and you also used to pay Rs. 2.50 per day each to the two supply mazdoors as share of illegal gratification and for assisting you in collection of illegal

gratification from the drivers of the trucks.

You also compelled and adopted coercive methods on the supply labourers and other employees of the loading section working in the Concentrator Plant to collect illegal gratification and deliver the same to you and your accomplice Shri Sant Masih. Further you both threatened Shri S. Prasad, Technician Grade II, Code No. 1421 with dire consequences refused to collect money from the drivers of the trucks and also in case he extends his cooperation to the investigation agency.

You are, therefore, charged as under :—

1. Fraud, breach of trust and dishonesty in connection with Company's business.
2. Commission of an act subversive of discipline and good behaviour in the course of duty.
3. Using threatening and intimidating against any employee.
4. Taking bribe/illegal gratification.
5. Any act which is prima facie prejudicial and detrimental to the interest and reputation of the company.

The aforesaid acts on your part amount to gross misconduct under clause 30(ii), 30(ix), 30(vii), 30(xi) & 30(Li) of the Certified Standing Orders of this Project and render you liable for strict disciplinary action.”

4. After holding the departmental enquiry their services were terminated with effect from 7-10-1986. They were working in the Malanjkhanda Copper Project of Hindustan Copper Ltd. as Technician Grade III.

5. Workman, Shri Sant Masih remained absent and the case proceeded ex parte against him.

6. The workman, Mansingh Thakre, admitted the D.E. file and it was marked as Article A. Validity of the enquiry was also not challenged by him D.E. as also its validity has, however, not been admitted by Shri Sant Masih. But in view of the above fact I will read the entire D.E. record against him. Shri Sant Masih having pleaded to remain absent it is patently presumed that the validity of the enquiry has not been challenged by him as proved by other delinquent.

7. So far the question of perversity of findings against the workmen concerned, I shall deal with this aspect of the case only in view of the proceedings dated 25-4-1991.

8. From the D.E. record it can be well seen that there is substantial evidence against both these workmen in relation to their misconduct which can be gathered from the documents on record as also from the testimony of Witness No. 1 N. P. Tiwari, Witness No. 2 T. S. Negi, Witness No. 3, S. Prasad, Witness No. 4, S. S. Sinha and Witness No. 5, M. Kaul. The patent error which has been committed in the D.E. is that the statements of Harnans Singh, Ram Lal, Ismail Khan and another Ram Lal who were star Witnesses & directly involved in bribing the delinquent workmen have not been examined in the de-

partmental enquiry and their evidence in the preliminary enquiry has been read as evidence in the departmental enquiry and as such neither they were examined in the departmental enquiry nor the delinquent workmen had an opportunity to cross-examine them. Thus this part of the misconduct cannot be held to be proved.

9. So far the other part of misconduct is concerned, there is sufficient evidence that the delinquents had threatened Shri S. Prasad, Technician Gr. II for dire consequences when he refused to collect money from the drivers of the trucks and extend cooperation to the investigation agency. With the circumstances of this case the evidence stands well established.

10. In the end I must point out that this Tribunal shall not go by the strict rules of procedure and takes the departmental enquiry and its validity as established against Shri Sant Masih who pleased to remain absent deliberately.

11. The action taken by the management is proper in the entire circumstances of this case and the workmen are not entitled to any relief.

12. Reference is accordingly answered as follows:

The action of the management of Malanj-khand Copper Project of H.C. Ltd. Malanj-khand in terminating the services of S/Shri Sant Masih & Mansingh Thakre, Tech. Gr. III with effect from 7-10-86 is justified.

Workmen are not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-43011/3/87-D. III (B)]

का.प्र. 3124.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रो-लियम कार्पोरेशन लि. बम्बई के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रवाहित करती है, जो केन्द्रीय सरकार की 27-11-91 को प्राप्त हुआ था।

S.O. 3124.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd. Bombay and their workmen, which was received by the Central Government on the 27-11-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

CASE NO. CGIT/LC(R) (99)/1988.

PARTIES :

Employers in relation to the management of
Hindustan Petroleum Corporation Ltd.,

Bombay and their workman, Shri B. C. Majumdar S/o Late Shri K. C. Majumdar, R/o 1376/2, Napier Town, Jabalpur.

APPEARANCES :

For Workman.—Shri A. K. Shasi Advocate.

For Management.—Shri B. P. Gupta, Advocate.

INDUSTRY : Petroleum DISTRICT : Jabalpur
(M.P.)

AWARD

Dated : November, 15th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. No. L-30012/7/85-D.III(B) Dated 13-9-1988, for adjudication by this Tribunal :—

“Whether the action of the management of Hindustan Petroleum Corporation Limited in relation to their Depot at Jabalpur in retiring Shri B. C. Majumdar, Ex. Fitter from service w.e.f. 31-10-84 is justified. If not, what relief is the workman entitled to ?”

2. Shri B. C. Majumdar, Ex-Fitter is said to be a refugee from East Pakistan (Now Bangladesh). First he joined the Caltex India Ltd. and later he joined M/s. Hindustan Petroleum Corporation where he retired on 31-10-84 on attaining the age of superannuation treating his date of birth as 15-10-1926. It is also not in question that the workman had shown his date of birth as 16-10-1931. By his representations as per his service record and Identity Card his date of birth was 16-10-1930.

3. Workman says that documents relating to his birth record were destroyed in Bangladesh. Since 1971 he is representing that this date of birth is 16-10-1930. Same was corrected by the Company in its record.

4. That apart, the Corporation was bound to give statutory notice of six months prior to retiring the workman. This was not done. His case of correcting the age as accepted by the Company to be 16-10-1931 having not been challenged subsequently the Corporation is stopped from questioning the same.

5. The workman has, however, prayed that his correct date of birth is 16-10-1930 and not 15-10-1926. The order of his superannuation is liable to be set aside and he would be deemed to be in continuous service with all consequential benefits.

6. Same facts have been reiterated in the rejoinder by the workman.

7. Management says that by the fraudulent misrepresentation he got the entry to be 16-10-1930 in the service record and Identity Card which is not binding on the Company. He has personally filled in declaration showing his age to be 15-10-1926. He cannot take the advantage of his own fraud. His case is bogus and is liable to be rejected.

8. Reference was the issue in the case.

FINDINGS WITH REASONS :

9. Workman has filed documents Ex. W/1 to Ex. W/3. Management has filed three documents marked Ex. M/1 to Ex. M/3. All these documents have been proved by W.W. 1, B. C. Majumdar, workman concerned.

10. Undisputedly Ex. M/1 is the application for employment. Ex. M/2 is another application and; nomination form. Ex. M/3 is the declaration and nomination form. All relating to employees Provident Fund Scheme 1952. All these documents were filled in when the workman got employment with the Caltex India Ltd. at the initial stage of his appointment and they have been admitted by the workman in para 15 of his cross-examination. He admits that all these three documents had been filled in by his own hands and he had by mistake given his date of birth as 15-10-1926.

11. Undisputedly the document Ex. W/1 to Ex. W/3 relate to the present management. Ex. W/1 is the employee personal data in which his date of birth has been shown as 16-10-1931. While in employees record Ex. W/2 his date of birth has been shown to be 16-10-1930. In Ex. W/3 his year of birth is written to be 1930.

12. There is obvious inconsistency in the documents Ex. W/1 and Ex. W/2. While according to Ex. W/1 his date of birth is 16th October, 1931, in Ex. W/2 his date of birth is 16-10-1930. How this difference of one year. Ex. W/1 was issued on the declaration of workman and relied on by the workman. Obviously the declarations made by the workman on which basis Ex. W/1 to Ex. W/3 were prepared are false to his knowledge and this fact can be well reasoned from the particulars given in Ex. M/1. According to Ex. M/1 the workman had joined primary school in the year 1932 and took course upto the year 1936. If he was born in the year 1930 or 1931 how could he join the primary school at the age of one or two years. Thus the case of the workman is patently false and he cannot take the advantage of his own fraud committed on the management. He should thank himself that he has not been prosecuted. Reference is accordingly liable to be rejected. The superannuation is proper. Reference is accordingly answered as follows :—

The action of the management of Hindustan Petroleum Corporation Limited in relation to their Depot at Jabalpur in retiring Shri B. C. Majumdar, Ex. fitter from service w.e.f. 31-10-1984 is justified. He is not entitled to any relief. No. order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-30012/7/85-D.III(B)]

नई दिल्ली, 2 दिसम्बर, 1941

का.प्र. 3125;—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नोआमुण्डी आयरन और स्टील प्रक. से. टी.आई.एस. कम्पनी के प्रबंधक के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक अधिनियम नं. 1 धनबाद के पंचायत की प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-91 को प्राप्त हुआ था।

New Delhi, the 2nd December, 1991

S.O. 3125.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I. Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Noamundi Iron Ore Mines of M/s. TISCO, Noamundi and their workmen, which was received by the Central Government on the 28-11-91.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference under section 10(1) (d) of the Industrial Disputes Act, 1947.
Reference No. 39 of 1989.

PARTIES :

Employers in relation to the management of Noamundi Iron Mine of M/s. TISCO Ltd., Noamundi. Dist. Singhbhum (Bihar).

AND

Their Workmen

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri K. K. Sinha, General Secretary N.M.D.C. Mines Workers' Union.

STATE : Bihar.

INDUSTRY : Iron Ore.

Dated, the 19th November, 1991.

AWARD

By Order No. L-26012/2/89-I.R. (Mine), dated, the 7th April, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Noamundi Iron Mine of M/s. TISCO Ltd., Noamundi, Distt. Singhbhum in dismissing Shri Sukram Balmuchu, Sepoy from service with effect from 1-8-87 is justified. If not, what relief is the workman entitled to ?”

2. The case of the management of Noamundi Iron Ore Mine of M/s. TISCO, as disclosed in the written statement, details apart, is as follows :

Sukram Balmuchu, the concerned workman, was appointed as Sepoy temporarily on 20-12-1971 at Noamundi Iron Ore Mine of M/s. TISCO. He was later absorbed in the service with effect from 15-7-72 in the same designation as Sepoy. He was dismissed from service with effect from 1-8-87 for proved Misconducts of riotous, disorderly and indecent behaviour, threatening the staff of the company as well as physically assaulting an employee of the company. Tata Steel Rural Development Society (hereinafter

referred as TSRDS for brevity) is a Society registered under the Societies Registration Act, 1960. It is a Society having the principal aim and objective to undertake, carry out, promote, sponsor, assist or aid directly or in any other manner, any activity for the promotion and growth of rural economy and rural welfare or other programme. The principal promoter of the Society is M/s. Tata Iron & Steel Company Limited. The aforesaid Society has been undertaking various development activities around Noamundi with the objectives as aforesaid. TSRDS has been undertaking activities, such as, construction of village roads, wells, renovation of school buildings and the scheme involving self-employment in such villages and rural areas around Noamundi. Many employees of Noamundi Iron Ore Mine came from such villages, especially from Padapahar which is nearby Noamundi Iron Ore Mine. On the request of such employees/local villagers and as a gesture of goodwill the management decided to construct road connecting Padapahar village and the road was constructed with the help of TSRDS unit of Noamundi. The villagers requested the management to arrange for inauguration ceremony of construction of road connected Padapahar village on 14-3-87 as it was auspicious for such villager, the date being 'MAGHE PARAB', in those tribal areas. Accordingly, the management decided to organise a suitable function for the inauguration of the road on that day. The concerned workman is a permanent resident of Padapahar village. On 14-3-87 a function was held by the management for the inauguration of the said village road in which many dignitaries of the management and distinguished persons from different fields were present. After the inaugural function was held by the management, as arranged by the local villagers of Padapahar, a community lunch was also organised by TSRDS. While the community lunch was going on at 12 noon on 14-3-87, the concerned workman started abusing the dignitaries in filthy language and started assaulting physically the crowds there and tried to assault the dignitaries of the management and other staff of the company who were present on the function and in the community lunch as well. Many local villagers tried to persuade the concerned workman not to disturb the programme and denigrate the reputation of the village, but he was beyond control. While one sepoy, Rajesh Das, who was deputed there by the management, tried to pacify him, the concerned workman abused him in filthy language and thereafter assaulted him by means of lathi and during the scuffle, the lathi hit the hand of Rajesh Das as a result Shri Das suffered fracture injury in his right wrist. Rajesh Das was unfit for duty and continued treatment till he was declared fit only on 16-6-87. The discharge report and the prescription issued in favour of Rajesh Das formed part of the enquiry proceeding. An F.I.R. was lodged in the local village P. S. by Shri V. K. Sinha, the then Security Officer, on the same day regarding the incident. The concerned workman was issued with a chargesheet on 31-3-87 by the Agent of Noamundi Iron Ore Mine. The concerned workman submitted explanation to the chargesheet on 26-6-87. His explanation that he was not there at the function around 12 noon and so he was not aware of the happening. He went to his nephew's house at around 12 noon and took tiffin and bath there and returned to his house. After receipt of the above explanation to the chargesheet, the management appointed Presenting

Officer and Enquiry Officer. The enquiry was held in conformance to the principles of natural justice. He was found guilty in the domestic enquiry. The report of the Enquiry Officer was accepted by the Divisional Manager (Mine). In view of the seriousness of the misconduct, the Divisional Manager (Mine) decided to inflict punishment of dismissal of the concerned workman from service. Accordingly, he was dismissed from service with effect from 1-8-87. He represented before the Divisional Manager (Mine). He was advised to prefer an appeal as per provision mentioned in Clause XXX(c) of the Memorandum of Agreement dated 2-1-84. The concerned workman, however, did not prefer any appeal and raised the present industrial dispute which is not competent.

3. The case of the concerned workman as appearing in the W.S. submitted on his behalf by the General Secretary, N.M.D.C. Mines Workers' Union, Jhinkpani, Singhbhum, details apart, is also follows :

M/S. TISCO a company registered under the provisions of the Companies Act, 1956 own one of its Iron Ore Mines, commonly known as Noamundi Iron Ore Mine at Noamundi in Kolhan Tribal Area of Chaibasa Sadar Sub-division, Police Station Noamundi. The service condition of workmen of Noamundi Iron Ore Mine are governed by the existing Certified Standing Orders of the Company. On 14-12-1971 the concerned workman was appointed as Sepoy temporarily. He was absorbed in the present permanent post as Sepoy on 15-7-72. TSRDS is said to be Society for development of villagers around Noamundi Iron Ore Mine. The Society did not undertake any development work for the villagers of Noamundi during its 80 years of existence. The concerned workman is a resident of village Padapahar located at a distance of about 10 KMS from Noamundi Police Station. On 11-3-87 the TSRDS met the concerned workman and directed to arrange some 'HANDIYA' a fermented rice drink frequently used by the Scheduled Tribe people of HO or 'KOL' communities for serving the same to the participate labourers in a function when some outside dignitaries would be visiting the village to participate the function. On 13/14-3-87 while he was on his shift duty at the Power House of Noamundi Iron Ore Mine in the 3rd Shift commencing from 11 P.M. of 13-3-87 to 8 A.M. of 14-3-87, Shri V. K. Sinha, Security Officer of Noamundi Iron Ore Mine informed him about 6 A.M. that he should be present at the function going to be held in his village on that day. The concerned workman told the Security Officer that 14-3-87 was the next day of MAGHE tribal festival and everybody of the villagers would be drunk and it will be very difficult to control them. Anyway on 31-3-87 a chargesheet was issued by M/S. TISCO Jamshedpur Mine Division to him for alleged misconduct under clause 34. The chargesheet discloses that on 14-3-87 at around 12 noon when community lunch was going on at Padapahar, he indulged in abusing in filthy language to the dignitaries who were present in the lunch. It was further alleged that he tried to assault the dignitaries as well as staff of the company, who were present in the function and when Rajesh Das tried to pacify him he (concerned workman) assaulted him as a result of which Shri Das sustained fracture in his right hand. It was further alleged that

he threatened to kill the dignitaries present during the occurrence. On 20-6-87 he submitted his reply stating that there was no function at around 12 Noon on 14-3-87 and at 12 noon he had visited the house of his nephew and after taking Snacks, he took his bath. At about 1.15 P.M. he reached the function where hue and cry was going on from before. On reaching there he met Singha Saheb and Baliga Saheb. When the hue and cry intensified he went near the car of Baliga Saheb but the gate was jammed and with great difficulty the jam was removed and Baliga Saheb could go away in his car. Anyway, departmental enquiry was held during which no co-worker who could brave to defend him. The enquiry proceedings were not translated to him in Hindi. He was admonished by the Presenting Officer while putting question to the management's witnesses. Anyway he was dismissed from service by the Divisional Manager (Mine) of M/s. TISCO, Jamadoba with effect from 1-8-87.

4. In rejoinder to the written statement of the union, the management, as asserted the facts as stated in its written statement.

5. In rejoinder to the written statement of the management, the union has denied and disputed each and every fact impugning on the conduct of the concerned workman.

6. At the instance of the management fairness and property of the domestic enquiry was considered as preliminary issue.

7. The authorised representative of the union and the concerned workmen were absent when the preliminary issue was heard.

Any way, the management examined MW-1 P.K. Panda, Enquiry Officer and laid in evidence the entire domestic enquiry proceedings including chargesheet and reply to the chargesheet which have been marked Exts. M-1 to M-18. It was held that the domestic enquiry was held fairly and properly. Thereafter the matter was heard on merit.

8. Admittedly Noamundi Iron Ore Mine situate in Kolhan Tribal Area of Chaibasa Sadar Sub-Division in the district of Singhbhum (Bihar) is a captive mine of M/s. TISCO. There is also no dispute that the service conditions of workmen of Noamundi Iron Ore are governed by the existing Certified Standing Orders certified by the Regional Labour Commissioner (C)-Cum-Certifying Officer(C), Dhanbad under the provisions of Industrial Employment (Standing Orders) Act, 1946.

Sukram Balmuchu was appointed as Sepoy on 20-12-71 at Noamundi Iron Ore Mine of M/s. TISCO and he was absorbed in the service with effect from 15-7-72 in the same designation.

9. It is the irrefragable position that the concerned workman was visited with chargesheet for commission of misconduct on 14-3-87 at around 12 noon when community lunch organised by TSRDS was going on at Padapahar village. The pleading of the parties disclose that Padapahar village is at a distance of at least 7 K.Ms. from Noamundi Iron Ore Mine. Any-

way, the following chargesheet dated 31-3-87 (Ext. M-1) was issued to the concerned workmen.

"You are hereby asked to show cause why disciplinary action should not be taken against you for the following act which amounts to misconduct within the meaning of Standing Order No. 34 for which you are liable to be punished under Section 35 of the Stand-Orders.

On 14th March, 1987 at around 12 noon when community lunch organised by TSRDS, was going on at Padapahar village, you started abusing in filthy language to the dignitaries who were present in the community lunch. While abusing and shouting, you also tried to assault the dignitaries as well as the staff of the company, who were present in the function. One of our Sepoy, E Sri Rajesh Das, P. No. 95261, who was trying to pacify you sustained fracture in his right hand, as you physically assaulted him with lathi. You also threatened to kill the dignitaries, who were present during the incident. The above act of yours amounts to riotous, disorderly and indecent behaviour, threatening to the staff of the company as well as physically assaulting an employee of the Co. You are allowed 96 hours from the date of receipt thereof to give your explanation. Any representation that you make in this connection will be taken into consideration before passing orders."

In his reply the concerned workman denied the charges asserting that he was not present at the time when the alleged occurrence took place (Ext. 1 M2).

10. Shri K.K. Sinha, authorised representative of the union, has contended that the management of Noamundi Iron Ore Mine and no authority to issue chargesheet against the concerned workman for an alleged occurrence held outside the premises of Noamundi Iron Ore Mine. He has further stated that the alleged occurrence took place on 14-3-87 at around 12 noon when community lunch organised by TSRDS was going on at Padapahar village and so the management has no right to issue chargesheet against the concerned workman for an alleged occurrence of misconduct committed beyond the establishment and that too organised by a Society which is distinct and separate from the management-company.

Shri B. Joshi, learned Advocate for the management has contended that the management was organiser of the function held for inaugural function of construction of village road on behalf of TSRDS. He has further submitted that the concerned workman was deputed to duty at Padapahar village on 14-3-87 at around 12 noon. But the chargesheet discloses that the community lunch was organised by TSRDS and that the said lunch was held at Padapahar village which, as per the pleading of the parties, is distanced from Noamundi Iron Ore Mine by at least 7 K.Ms. All the witnesses for the management in domestic enquiry have stated that the community lunch was organised by TSRDS.

11. The pleadings of the management discloses that the villagers requested the management to arrange for an inauguration function of the construction of road on 14-3-87, but this is not supported by any evidence. Again, the contention of the management is that it decided to organise a suitable function which is not supported by evidence at all. This being the position, the fact boils down to this is that the community lunch was being held by TSRDS on 14-3-87 at Padapahar village which is at a distance of about 7 K.Ms. from Noamundi Iron Ore Mine. There is no evidence on record that the concerned workman was deployed for duty at Padapahar village on that date. The chargesheet also does not spell out that the concerned workman was deployed for duty at Padapahar on 14-3-87. This being the position, the contention of Shri Joshi that the management was the organiser of the function or that the concerned workman was deployed for duty is unsustainable.

12. Now, the question that comes up for consideration is whether the management can issue a chargesheet to its employee for commission of misconduct beyond its establishment and that too while he was not on duty. This question came up for consideration before Hon'ble Supreme Court. Hon'ble Supreme Court, by decision reported in 1983 Lab. I.C.-1909 (M/S. Glaxo Laboratories (I) Ltd. VS. Presiding Officer, Labour Court, Meerut and others) has held that even where a disorderly or riotous behaviour without the premises of the factory constitutes misconduct, every such behaviour unconnected with employment would not constitute misconduct within relevant Standing Orders. Therefore, even where the Standing Order is couched in a language which seeks to extend its operation far beyond the establishment, it would nonetheless be necessary to establish casual connection between the misconduct and the employment. In order to avoid any ambiguity being raised in future and controvertial interpretation questioned being raised, we must make it abundantly clear and incontrovertible that the casual connection in order to provide linkage between alleged act of misconduct and employment must be real and substantial, immediate and proximate and not remote or tenuous. In the present case the management has failed to provide the real and substantial, immediate and proximate linkage between the alleged act of misconduct of the concerned workman and his employment. That being so, exercise of the management in issuing the chargesheet to the concerned workman for commission of misconduct arising out of an occurrence held beyond its establishment and outside the duty hours of the concerned workman and finding him guilty on that score must founder on the ground. Hence, the order of dismissal of the concerned workman from service must be set aside and he should be reinstated in service with full back wages and continuity of service.

13. Accordingly, the following award is rendered on the action of the management of Noamundi Iron Ore Mine of M/S Tata Iron & Steel Company Ltd., Noamundi, District Singhbhum, in dismissing Shri Sukram Balamachu, Sepoy from service with effect from 1-8-1987 is not justified. The management is directed to reinstate him in service within one

month from the date of publication of the award and to pay him full back wages with effect from 1-8-1987 and give him continuity of service.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer.

[No. L-26012/2/89-IR(Misc.)]

B. M. DAVID, Desk Officer

का.आ. 3126—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रिय सरकार नैमन बा.सा.सी. एल. की अकाशकिनारी कोलियरी के पंचवक्त्र में संबद्ध निपोजको और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण (स. 1), अनुवाद के पत्रों को प्रकाशित करता है, जो केन्द्रिय सरकार का 2-11-91 को प्राप्त हुआ था।

New Delhi, the 3rd December, 1991

S.O 312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Akashkinaree Colliery of M/s. BCCL and their workmen which was received by the Central Government on the 28-11-91.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 76 of 1984

PARTIES :

Employers in relation to the management of Akashkinaree Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT : Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers.—Shri R. S. Murthy, Advocate.

For the Workmen.—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar. Industry : Coal.

Dated, the 20th November, 1991

AWARD

By Order No. L-20012/141/84-D.II(A), dated the 25th September, 1984, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes, 1947, referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Akashkinaree Colliery of M/S. Bharat Coking Coal Limited in removing from the

muster roll the names of the workmen listed in the Annexure below, without taking disciplinary action against them or complying with the provisions of Section 25F of the Industrial Disputes Act, 1947, was justified? If not, to what relief are these workmen entitled and from what date?"

Names	Designation
1. Sukar Kole	Miner
2. Birwa Bhuiyan	-do-
3. Binwa Bhuiyan	-do-
4. Babulal Manjhi	-do-
5. Charka Rai	-do-
6. Ihari Kole	-do-
7. Khiru Kole	-do-
8. Mangar Manjhi	-do-
9. Sahadev Kole	-do-
10. Jogeshwar Kole	-do-
11. Mackam Deswali	-do-
12. Ladhua Kole	-do-
13. Bhola Kole	-do-
14. Dukhal Kumar	-do-
15. Sashi Deswari	-do-
16. Babli Bhuiyan	-do-
17. Sashi Deswali	-do-
18. Khirdhar Bhuiyan	-do-
19. Babli Bhuiyan	-do-
20. Vighan Kole	-do-
21. Chaitu Bauri	-do-
22. Dharu Manjhi	-do-
23. Kola Bhuiya	-do-
24. Etawari Kole	-do-
25. Ganpat Kole	-do-
26. Ugan Rai	-do-
27. Ramdharni Bhuiyan	-do-
28. Jhuni Singh	Timber Mazdoor
29. Somri Bhujni	Truly Loader
30. Rampatia Rajwarin	Wagon Loader
31. Kimi Phurn	-do-
32. Ramkoria Kamin	-do-
33. Sanjoti Kamin	-do-
34. Somri Kamin	-do-
35. T. Modin	-do-
36. Banu Modin	-do-
37. Barki Kamin	-do-
38. Parbatia Chateja	-do-
39. Phulmani Deswali	-do-
40. Lununia Kamin	-do-
41. Bhadia Deswali	-do-
42. Rampatia Kamin	-do-
43. Baudhavi Kamin	-do-
44. Phulmani Deswali	-do-
45. Coura Nath Rajik	-do-
46. Harmi Kamin	-do-
47. Jiria Kamin	-do-
48. Basanti Kamin	-do-

2. The order of reference was received in the office of this Tribunal on 25-7-1984. The present industrial dispute has been sponsored by the Secretary, Bihar Colliery Kamgar Union, Dhanbad. The union submitted its statement of claim way back on 10-10-84. The union has stated in its written statement-cum-statement of claim that the concerned workmen are poor Adivasi and Harijan workmen and that the management had removed their names on different dates from the roll of the colliery without taking any disciplinary action and without affording them any opportunity. The management, it appears, slept over the matter for almost three years and submitted its written statement-cum-rejoinder, as late as on 9-7-1987. The management has stated in its written statement that some of the concerned workmen never worked under the management at any time and as such, there was no relationship of employer and employee between the management and these persons. According to the management one of the workmen was dismissed from service for misconduct of long absence from duty after being found guilty in a domestic enquiry. It is the further case of the management that some workmen left their employment long ago.

3. The dispute is a pretty old and in consideration of submission of the learned Advocate for the management and authorised representative of the union several adjournments were given to arrive at a settlement in the matter. Finally on 9-10-91 Shri R. S. Murthy learned Advocate of the management, filed a petition signed by both the parties that negotiation for amicable settlement was proceeding in the matter. Shri D. Mukherjee authorised representative of the sponsoring union, suggested that the case be disposed of with a direction to the parties to settle the matter amicably. Shri Murthy raised no objection against the submission of Shri Mukherjee. This being so, I hereby direct both the parties to resolve the dispute amicably by mutual settlement. Accordingly, the reference case is disposed of.

This is my award.

S. K. MITRA, Presiding Officer

[No. L-20012/141/84-DII(A)/IR(Coal-I)]

K. J. DYVA PRASAD, Desk Officer

का प्रा 3127-औद्योगिक विवाद मजिस्ट्रेट, 1947 (1947 का 14) का धारा 17 के अनुसूची में, केन्द्रीय सरकार पंचायत एण्ड निध बैंक के प्रबंधन के संबंध निरोधकों और उनके कर्मचारियों के बीच, अनुसूची में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचायत को प्रकाशित करता है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

New Delhi, the 4th December, 1991

S.O. 3127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of Punjab & Sind Bank and their workmen, which was received by the Central Government on the 26-11-91.

BEFORE SHRI AKJAN DEV, PRESIDING
OFFICER, CENTRAL GOVERNMENT, INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
PANDU NAGAR, KANPUR

Industrial Dispute No. 145 of 1987

In the matter of dispute between —

Shri Vijay Kumar Bhatia,
C/o Shri Har Mangal Prasad,
36/1, Kailash Mandir,

Kanpur.

AND

The Manager,
Punjab & Sind Bank,
Lotouch Road,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/120/86-D.IV(A) dt. 21st September, 1987 has referred the following dispute for adjudication this tribunal. —

Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Vijay Kumar Bhatia Ex-Deposit Collector and clerk w.e.f. 31-12-85 and not considering him for further employment while recruiting fresh hands under Sec. 25H of the I.D. Act is justified? If not, to what relief the workman concerned is entitled?

2. The present industrial dispute has been raised by Shri Vijay Kumar Bhatia. The case of Shri Vijay Kumar Bhatia (hereinafter referred to as Shri Bhatia for the sake of brevity) is that with a view to deprive the workman from the benefits of the modified Bank Award and regularisation etc., the bank started a practice to appoint temporary hands for doing the work of a regular nature. Such temporary employees were retrenched and fresh workers appointed to avoid their continuation/absorption, in terms of the bank's instructions, which was unfair labour practice beside, being illegal and unjustified. Shri Bhatia further alleges that he was appointed by the bank as a Deposit Collector at the Bank's Lotouch Road Branch, Kanpur on 13-10-81 and there he worked as such upto 31-12-85. Besides working as Deposit Collector, he was required to work as a clerk as well as he performed the regular clerical duties for the periods 13-10-81 to 20-4-82, 10-6-82 to 2-8-83 and 30-12-85 to 10-4-86 but he was not paid any wages for the clerical work performed by him by the bank in an unjustified and illegal manner. He further pleads that the duties discharged by him as a Deposit Collector/Commission Agent were similar to the duties and function of a cash clerk. He further alleges that the bank appointed fresh hands without giving any opportunity of employment to him when he was not the junior most. The bank violated the mandatory provisions of Sec. 25G and 25H of the Act read with Sec. 25J of the Act and I.D. (Central) Rules. The provisions of the modified Sastry Award including paras 493, 495, 507, 516, 519, 522 and

524 read with paras 20.7 & 20.8 of the Bipartite settlement, were also violated. Shri Bhatia has, therefore, prayed that he be reinstated in service with full back wages and all other consequential benefits.

3. The case is contested by the management. The management plead that Shri Bhatia was appointed by the bank as a Commission Agent specifically for CHHOTI BACHAT SCHEME of the bank vide bank's letter No. 1971 dated 17-11-80. It is wrong to allege that Shri Bhatia was working as a regular clerk of the bank or that he was performing the functions of a regular clerk. His appointment was not for that purpose and his duties did not include the job of a clerk. It is also wrong that the applicant was ever appointed to perform the duties of a clerk-cum-cashier in the bank. The management further plead that it is absolutely wrong to allege that the duties discharged by the applicant in his capacity as a commission agent were similar to the duties and functions of a Cash Clerk. However, it is admitted that the services of the applicant were terminated w.e.f. 31-12-85. Although the case of Shri Bhatia did not attract the provisions of retrenchment yet the bank paid three month's average commission and three months retrenchment compensation to Shri Bhatia. The Bank further plead that in view of the non-satisfactory functioning of the Scheme the bank decided to stop the scheme known as CHHOTI BACHAT SCHEME w.e.f. 31-12-85. As a matter of fact the services of all the Commission Agents were terminated with effect from 31-12-85 as a result of stoppage/discontinuance of the CHHOTI BACHAT SCHEME for which specific purpose Shri Bhatia was appointed. The management deny that the bank had violated any provisions of Sastry Award of the Bipartite Settlement or any Rules framed under the Industrial Disputes (Central) Rules, 1957. At present there is no scheme of the bank to appoint Commission Agents and as such the petitioner is not entitled to be absorbed on a permanent basis nor is he entitled to be re-employed with the bank. The present dispute raised by Shri Bhatia is not maintainable under Law.

4. In support of his case, Shri Bhatia has examined himself and has also relied upon a few documents. On the other hand, the management have examined Sardar Surjit Singh Jhass, Senior Branch manager in support of their case and has also relied upon a few documents filed by them.

5. Shri Bhatia in para 2 of his cross examination has admitted that CHHOTI BACHAT SCHEME came to end w.e.f. 31-12-85. He further admits that the Agency of S/Shri Vijay Grover, Rani Agrawal and Shri K. B. Ahuja were terminated by the bank w.e.f. 31-12-85 alongwith him. He admits that he never got appointment letter for the post of clerk-cum-cashier by the bank. He cannot tell as to what are the duties of the clerk cum cashier in the bank. He also admits that during the tenure of his agency he did not work on any other ledger except the ledger of CHHOTI BACHAT SCHEME. Shri Bhatia further admits that it is correct that the bank had not appointed any agent after 1-1-1986 and the bank paid him Rs. 3076.77 paise through Bank Draft while terminating his agency.

6. Thus from the above statement of Shri Bhatia it comes out that he was not given any appointment

letter for the post of clerk cum cashier and he was simply allowed an Agency under the CHHOTI BACHAT SCHEME of the bank under certain terms and condition; that he never performed the regular work of regularly appointed clerk cum cashier in the bank; that CHHOTI BACHAT SCHEME came to end w.e.f. 31-12-85; and that the bank while terminating his Agency paid him Rs. 3076.77 paise through bank draft.

7. The management with their list of document dated nil have used the photo copy of the letter dated 17-11-80. This document is marked as Ext. M. 1. The authorised representative of Shri Bhatia too has used this document vide list of document dt. 16-3-90. Ext. M. 1 is letter dated 17-11-80 addressed to Shri Vijay Kumar Bhatia from the Area Office of the Bank. It is signed by the Area Manager. From it it appears that the bank management enrolled Shri Bhatia as an Agent for Chhoti Bachat Scheme on Commission @ 3 per cent on the collections made by him (Shri Bhatia). This would mean that Shri Bhatia was never appointed as a clerk cum cashier by the bank.

8. Ext. M. 2 is the cutting of News Paper of Dainik Jagaran dated 29-12-85, wherein the management bank had informed to all concerned that the bank had stopped the CHHOTI BACHAT YOJANA w.e.f. 31-12-85. Shri Bhatia has also admitted this fact in para 2 of his cross examination. Thus from the above it appears that at present there is no such scheme with the management bank.

9. I may state here that the cases of Deposit Collectors have been considered by me in Industrial Dispute No. 96/1989 between The Assistant General Secretary, U.P. Bank Employees Congress and The Assistant General Manager, Benaras State Bank Ltd., and the same was answered against the workmen. In this case also it appears that Shri Bhatia is trying to seek back door entry. Such a back door entry is not admissible in view of Article 14 of the Constitution of India which lays down that the State shall not deny to any person equality before the law or the equal protection of laws within the territory of India. The recruitment to the clerical cadre in the banking industry is done by Banking Service Recruitment Board on the basis of vacancies notified by the various bank's to Banking Service Recruitment Board.

10. On a careful scrutiny of the evidence on record I find that there never existed the relationship of Master & Servant between Shri Bhatia and the bank management. The bank had not an effective control over the work of Shri Bhatia. Shri Bhatia was free to attend the bank at his own convenience, meaning thereby that he was not bound to attend the bank regularly, during the business hours i.e. 10.00 a.m. to 5.00 p.m. He never signed the attendance register of the bank. He never performed the work of regularly appointed clerks in the bank during the banking hours. His job was simply to collect the deposits from the members of the Chhoti Bachat Scheme and to deposit the same with the bank under the said scheme. It was for Shri Bhatia to find out the customers for the said scheme, and to deposit the amount realised from them with the bank at his own convenience. The bank had to do nothing with the work of Shri Bhatia

except to pay commission at the agreed rate on the deposits made by Shri Bhatia. Thus from the above it is clear that there never existed relationship of master and servant between the management of the bank and Shri Bhatia.

11. In para 17 of my award in Industrial Dispute No. 19/86 dated 29-7-89, I observed as follows :—

Para 17 of I. D. No. 19/86

The fifth and Sixth Awards are of my learned predecessor Shri R. B. Srivastava, one in I. D. Case No. 215/84 and the other in I. D. No. 33 of 1984. In the second case the case of deposit collector was considered. In para 24 of the Award it was held by my learned predecessor that taking over all picture of the work performed by the applicant, simply because he made certain entries in the bank ledger would not make him the whole time bank employee but he would remain as agent and his services were rightly terminated under the terms of the agreement.

Again in para 30 of the same award I observed as follows :—

Thus from the above discussions of facts, circumstances and law, I find that Home Deposit Collectors referred to in the reference made by the Central Government, Ministry of Labour, New Delhi, are not workmen within the meaning of Sec. 2(s) I. D. Act. If the contention of Shri Dhawan the authorised representative for the workmen, is accepted then the Agent employed by Life Insurance Corporation of India, and Agents employed by the Directorate of National Savings Certificate, to promote the Sales of NSC would also claim to be the employees of their respective employers and consequently lay claim to bonus under the Payment of Bonus Act. Further it will open a Back Door Entry for service in the clerical cadre even though the Home Deposit Collectors might not be fulfilling the basic requirements as to age, educational qualifications etc., which cannot be the intention of any statute.

Again in para 21 of my award dated 30-8-88 in I. D. 116/87, I observed as follows :—

It is important to note that with the inception of Banking Service Recruitment Board, all recruitment in Public Sector Banks in clerical cadre are to be made through Banking Service Recruitment Board for which written test and interview are held. So far as Home Deposit Collectors are concerned no such test or interview appears to have been prescribed. Even no age limit seems to have been prescribed nor any special educational qualification for appointment as such. The basis for selection seems to be integrity, honesty & local influence in the locality in which they are to perform their job. Further they should be possessing only such qualifications as are sufficient for working and making entries in the deposit cards

and for submissions of accounts with regard to collections made by them in the bank to which they are attached. One cannot circumvent the rules of recruitment to clerical cadre. Any appointment made contrary to special rules of the recruitment to the clerical cadre will be invalid and illegal. The whole structure will be demolished if back door entries are permitted i.e. to say if without compliance of the procedure laid down for recruitment a Home Deposit Collector is allowed entry to clerical cadre.

The cases of Mini Deposit Collectors/Home Deposit Collectors were considered in the above two noted I.D. cases and also in I.D. No. 116/87, and after examining the facts and circumstances the law on the point and the views of various Central Government Industrial Tribunals cum Labour Courts, it was held by me that they are not workmen within the meaning of sec. 2(s) of the Industrial Disputes Act, 1947.

12. Shri O. P. Mathur authorised representative for Shri Bhatia has relied upon the ruling Management of Indian Bank, Madras Versus The Presiding Officer Industrial Tribunal (Central) Madras and another, 1991 Lab. IC 557 of the Hon'ble Madras High Court. I may make it clear that this ruling has been considered by me in para 17 of my Award given in Industrial Dispute No. 96 of 1989, which reads as under:—

Para 17 of I.D. No. 96/89 (Award dt. 6-2-91).

No doubt there is the judgment of the Hon'ble High Court of Madras supporting the point urged by Shri Gupta but this Tribunal cannot lose sight of the fact that the Award given by this Tribunal in I.D. No. 116/87 was upheld by the Hon'ble High Court of Allahabad. In I.D. No. 116/87 the reference which was made by the Central Government, Ministry of Labour, was—

Whether the demand of the workman Shri C. B. Tewari for regularisation of his services by the Central Bank of India Nakhas Branch w.e.f. October, 1982 is justified? If so to what relief the workman concerned is entitled?

Shri Tewari's appointment was admittedly as an Authorised Collection Agent. As stated by me above, it was held by me that he was not a workman within the meaning of Section 2(s) I.D. Act, and consequently was held as not entitled to the relief claimed. Shri Tewari filed Writ Petition No. 7755 of 1989 against the said award but the same was dismissed on 23-8-89 by the Hon'ble High Court of Allahabad. The Judgment was given by Hon'ble Mr. Justice Brijesh Kumar. In view of it the Tribunal cannot go against it.

13. From the above it is clear that Shri Bhatia too cannot be held as a workman u/s 2(3) of the I.D. Act. In para 3 of cross examination the management

witness has deposed that the general work of the banking business including preparation of scroll, making of entries in ledgers and preparation of vouchers is done by the regular banking staff but in the case of collecting agents under the Laghu Bachat Yojana, collecting agents in respect of collection made by them prepares vouchers and make entries in the pass books of the account holders and also in ledgers of Chhoti Bachat Scheme. Some times even in the ledgers of Chhoti Bachat Scheme clerical staff used to make entries. Thus by making certain entries in the ledgers of Chhoti Bachat Scheme, Shri Bhatia cannot be equated with the regular employees of the bank, and as such cannot be held as workman under sec. 2(s) of the I.D. Act.

14. Shri O. P. Mathur, the authorised representative for Shri Bhatia, has placed much reliance on the joint inspection. I have gone through the joint inspection report and am of the opinion that it cannot be of much help to Shri Bhatia, because whatever entries are found to have been mentioned in the hand writing of Shri Bhatia they are in respect of Chhoti Bachat Scheme and as such Shri Bhatia can not take any advantage of it. In other words Shri Bhatia cannot be deemed to have performed the regular work of the bank, by making such entries in the ledger of Chhoti Bachat Scheme.

15. Thus from the above discussions of facts and circumstances, I find that Shri Bhatia was never appointed as clerk by the bank and what there never existed the relationship of Master & Servant between the bank & Shri Bhatia. I further find that the management bank never terminated the services of Shri Bhatia, but has terminated the Agency. Therefore, the action of the management cannot be said to be unjustified and illegal.

Hence, it is held that Shri Bhatia is entitled to no relief.

Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/120/86-DIV(A)]

का आ.3128--औद्योगिक विवाद अधिनियम 1947 (1947 का 14) का धारा 17 के अन्वये में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धन के दृष्टि निम्नलिखित और उनके कर्मचारियों के बीच अन्वये में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण का कार्य के अन्वये को प्रकटित करता है जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt. of Allahabad Bank and their workmen, which was received by the Central Government on the 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No 136 of 1987

In the matter of dispute

BETWEEN

The Deputy Secretary U P Bank Allahabad Congress, 26, II-A, Patkapur, Kanpur.

AND

The Assistant General Manager Allahabad Bank Zonal Office, 113/58 Swarup Nagar, Kanpur.

APPEARANCE .

Shri M. K. Verma, LLR, for the Management.
Shri B. P. Saxena Auth., Representative for Union.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. 1-12012/287/86-D.IIA dated 7th September, 1987, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Allahabad Bank, Kanpur in not making permanent Shri Vinay Khanna clerk w.e.f. 3-8-66 the date of his first appointment is justified ? If not, to what relief the workman concerned is entitled?

2. The industrial dispute on behalf of workman Shri Vinay Khanna has been raised by U P Bank Allahabad Congress (hereinafter referred to as the Union). The case of the Union is that the workman was appointed on 3-8-1966 and designated as clerk by the bank. During the period between 3-8-1966 and 2-8-67 he worked for over 298 days. According to the Union the workman performed the clerical duties of a permanent nature and as such he was not a temporary employee. In any case he was entitled to be confirmed under para 20.10 of the first bipartite settlement. On his repeated requests the bank absorbed him in permanent employment w.e.f. 21-4-69 instead of 3-8-66. His breaks in service after 21-4-69 were treated as leave without pay. The Union alleges that the termination of service of the workman after 2-8-1967 when he had completed 240 days of service during the period of 12 months, was void abinitio and as such he was legally entitled to be treated as in continuous service w.e.f. 3-8-66. Thus the termination of his service was in violation of the mandatory provisions of section 25F of the I.D. Act. It is further alleged by the Union that the workman was not in a position to bargain with the management who rejected his regularisation in service from a later date as he would have otherwise lost his job. The action of the management is not considering the period of his temporary service w.e.f. 3-8-66 as a part of probationary period is unjustified and illegal. The Union has therefore, prayed that the action of

the management in this regard be declared as unjustified and illegal and the management be directed to treat the workman as permanent clerk w.e.f. 3-8-66, with all consequential benefits such as increments, leave seniority etc.

3. The case is contested by the management. The management plead that the reference order is bad in law on the ground of principle of Res judicata. The issue referred to by the Central Government had already been taken and decided by the ALC(C) Nagpur wherein the management had agreed to allow only increment from 18th September each year to the workman. The said case was decided in 1975. The management deny any violation of any provisions of the first bipartite settlement and section 25F I.D. Act. According to the management these provisions have no relevance for the purposes of deciding the issue. Then there is a simple denial of other facts by the management. The management have not taken the trouble of controverting the facts as to working of the workman, fact with regard to his having been confirmed from 21-4-1969 etc. Although the written statement has been signed by the then Regional Manager of the Bank, he had taken no trouble to meet the case of the Union specifically on the above points. The said officer cannot be said to have acted with sense of responsibility considering his high position.

4. In the same way the Union has acted without any sense of responsibility while dealing with the facts pleaded by the management in para (1) of their written statement. All that has been alleged is that the contents of para (1) of the written statement have no application in law. This was not sufficient. The Union should have stated clearly whether or not any issue of the kind referred to in the said para of the written statement was heard and decided by ALC(C) Nagpur, in 1975.

5. In support of its case, the Union has examined the workman and has relied upon documentary evidence. The management have also filed a number of document in this case. The cross examination of the workman was concluded on 27-2-90. Thereafter, the management sought several opportunities for filing the affidavit evidence and filed the affidavit of Shri Anil Kumar an officer posted in the establishment department of the Regional Manager's Office Kanpur on 15-1-91 i.e. after 11 months. Despite the fact that the management took such a long time for filing the affidavit of the said officer the management failed to examine the said officer despite the fact that after the filing of his affidavit 8-3-91, 29-4-91 and 21-6-91 were fixed as dates for his cross examination. On 21-6-91, the evidence of the management was closed and 2-8-91 was for arguments. On 2-8-91, the Presiding Officer being on leave, the case was adjourned to 6-9-91 for hearing arguments. The order sheet shows that both on 2-8-91 and 6-9-91, none appeared for the management. I have detailed these facts only with a view to emphasize as to how the case has been dealt with casually from the side of the management. It is a different matter that on a careful scrutiny of the evidence I find that the Union has no case at all.

6. After going through the evidence of the workman I find that temporary working of the workman during the period 3-8-66 to 2-8-67 for over 290 days has no relevancy in this case for deciding the reference.

7. Ext. M. 1 is the photostat copy of the letter of workman's permanent appointment as clerk dated 27-10-69. The document has been admitted by the workman in his cross examination. From this letter of his appointment it appears that his appointment was on a probationary period of six months and that on the expiry of the said probationary period the question of his confirmation to the permanent establishment of the bank was to be considered.

8. In para 4 of his statement in cross examination the workman has admitted that there had been a settlement between the Union and the Management of the Bank in 1978, with regard to predating. In 1980, on the basis of the said settlement his appointment as clerk was predated w.e.f. 21-4-69.

9. In para 3 of his statement in cross examination, the workman has admitted that according to the said settlement predating would be allowed if the break in service would be of less than 15 days and that it would not be allowed if it was of 15 days or more. With his affidavit the workman has filed a statement annexure A showing the number of days he had worked between 27-4-66 and 30-8-69. From this statement it is evident that he had worked at City Office Kanpur from 25-3-1969 to 28-3-69 for 4 days and at Katra Allahabad from 21-4-69 to 30-4-69 for 10 days. Thus between 28-3-69 and 21-4-69 there was a gap of 23 days. After 30-4-69 the gaps in service have been of periods less than 15 days. So according to his own statement as furnished by him with his affidavit it stands proved that under the settlement he could have been allowed predating w.e.f. 21-4-69 and not from any back date.

10. With his affidavit the management witness has filed the copy of staff circular no. 18/23/1091 dated 8-5-78 annexure 2. It is on the subject of predating of appointment of permanent award staff. Para (1) which is relevant reads as under—

The permanent members of the Award Staff, who worked for a continuous period against temporary vacancies with intermittent breaks, will be considered for having their appointments predated ignoring the breaks in Service not exceeding 15 days at a time. The appointment may be predated to such late wherefrom there was no break in service not exceeding 15 days at a time till the concerned employee had been absorbed in permanent vacancies.

[The document has admitted by the authorised representative for the Union.

11. Thus from the above discussions of evidence and circumstances I hold that the action of the management of Allahabad Bank in not making workman permanent w.e.f. 3-8-66 is neither unjusti-

fied nor illegal. On predating his services were rightly regularised w.e.f. 21-4-69.

12. The reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/287/86-D.I(A)]

का. आ. 3129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अग्रिम में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the mgt. of Bank of India and their workmen, which was received by the Central Government on the 26-11-91.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, PANDU NAGAR, KANPUR

Industrial Dispute No. 154 of 1987

In the matter of dispute between:

Shri Kamlesh Kumar,
C/o Shri V. N. Sekhari,
26/104 Birhana Road,
Kanpur.

AND

The Regional Manager,
Bank of India,
Regional Office,
Kanpur Region,
Virendra Smriti Complex,
BP No. 500 Civil Lines,
Kanpur-288001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/243/87-D.I(A), dated 16-10-87 has referred the following dispute for adjudication to this tribunal:—

Whether the action of the management of Bank of India in terminating the services of Shri Kamlesh Kumar w.e.f. 1-1-1982 is justified? If not to what relief the concerned workman entitled?

2. The workman's case in brief is that with a view to deprive the workmen from the benefits of modified Sastry Award, Bipartite Settlement, the bank started the practice of appointing temporary hands for doing the work of regular nature. Such temporary employees were recruited and fresh workers appointed to avoid their continuation/absorption in the bank's service. Thus the bank adopted an unfair labour practice in this regard. The workman alleges that his name was sponsored by the Employment Exchange and he was duly selected out of many candidates and his

name was placed at serial no. 3 of the selection list of approved panel of the sub-staff for regular service. However pending appointment on permanent basis, the selected persons including him were given temporary employment. According to him he had worked for 263 days at Unnao Branch of the Bank. Immediately after stating this he has alleged that he was employed for over 228 days between 24-5-79 and 30-12-81. He was retrenched without any rhyme or reason w.e.f. 1-1-1982 when persons whose names appeared at serial Nos. 1, 2, 4, and 5 in the approved panel were taken in regular service.

3. Thus he was discriminated despite the fact that in the approved panel this name appeared at serial no. 3. According to him he was not the junior most at the time of his retrenchment. The bank even appointed fresh hands after termination of his services without giving him any opportunity of re-employment. Thus the bank violated the provisions of sections 25F 25G and 25H of the I.D. Act, and provisions of modified Sastry Award such as paras 493, 495, 507, 516, 519, 522 and 524 read with paras 20.7 and 20.8 of the first Bipartite Settlement. Besides the bank contravened the provision of articles 14, 16 and 21 of the Constitution of India. He has, therefore, prayed that the action of the management in terminating his services be declared as unjustified and illegal. He has claimed the relief of reinstatement as a regular peon w.e.f. 1-1-1982 with full back wages and all consequential benefits.

4. The case is contested by the management of the bank. The management pleaded that the management never adopted any unfair labour practice referred to by the workman in his claim statement. The management further deny that the workman was sponsored by the employment exchange and that he was duly selected out of many candidates and his name was placed at serial no. 3 of the selection list.

5. The fact is that the workman was intermittantly appointed as a temporary hand in sub-staff category to meet the exigencies arising out of absence of permanent sub-staff on leave or otherwise. In 1979 he worked for 45 days, in 1980 he worked for 80 days, in 1981 he worked for 103 days, in 1982 and 1983 he did not work at all and in 1984 he had worked for 37 days. In para 4 of the written statement the management have given month wise working days of the workman in these years. The management deny that their action in terminating the services of the workman is in any way illegal or unjustified. According to the management in pursuance of the instructions issued by the Government of India, the bank has to engage temporary hands to work as Badli Sepoys through the employment exchange for temporary requirement. The candidates sponsored by the employment exchange are interviewed by a committee comprising of senior officers of the bank. After the termination of his services, in order to consider the workman for empanelment of sepoys, the bank asked the workman to appear in the written test. Accordingly the workman appeared in the written test on 26-2-84 for selection in the panel of badli sepoys but he could not qualify in the written test. Hence he has no case at all.

5. In his rejoinder the additional fact alleged by the workman is that S/Shri Devi Deen and D. S. Pandey

who were junior to him in the panel were regularised while he was kept as a temporary hand. He admitted that he was allowed to work in the months of April and May 1984, much after the holding of written test in February 1984. He has also alleged that S/Shri Rakesh Kumar, Jagat Pal and Vijay Kumar who were employed after him, were allowed to work while his services were terminated.

6. In support of his case, the workman has filed his affidavit and some documents. On the other hand, the management have examined, in support of their case Shri B. N. Srivastava an officer of the Bank. The management have filed some of the documents summoned by the workman.

7. Let us first see for how many days the workman had worked after his appointment till 31-12-81. In para 8 of his claim statement, in this regard, he gives two types of statement which are contradictory to each other. At first he says that he had worked for 263 days and in the next breath he has stated that he had worked for over 228 days from 24-5-79 to 30-12-81.

8. With his list of document dated 17-2-88, the workman has filed the photostat copy of bank's certificate dated 23-10-84 and letter dated 2-8-83. He has proved both these documents by his affidavit. Even the genuineness of these two documents has not been challenged by the management as will be evident from the facts pleaded by the management in para (1) of their application dated 28-9-88.

9. From the certificate dated 23-10-84 it comes out that he had worked for 45 days in 1979, for 80 days in 1980 for 103 days in 1981 and for 23 days in 1984.

10. It means that from 1979 to 1984 he had worked for 251 days and from 1979 to 1981 he had worked for only 228 days. (The letter dated 2-8-83 gives month-wise working of the workman during the years 1979, 1980 and 1981. This corroborate the plea of working days of the workman as given in the certificate dated 23-10-84.

11. The above two documents thus corroborate the month-wise working of the workman during the years 1979 to 1984 as given in para 4 of the written statement. The above documentary evidence thus prove beyond doubt that the workman did not work continuously. He simply worked intermittantly. It can be further inferred that it could not have been a case of regular appointment of workman. Even in para 8 of his claim statement the workman himself has stated that he was given temporary employment. He having not put in continuous service of one year in any of these years within the meaning of section 25B I.D. Act, the provisions of Sec. 25G read with Rule 77 and provisions of section 25H read with rule 78 would not apply to his case. His case was one of random appointment against leave vacancies of permanent staff.

12. Although this is sufficient to dispose of the present reference still I would like to consider the case set up by the workman that his appointment on 24-5-79 was in pursuance of his name appearing at serial no. 3 in the approved panel of sub-staff for regular service. In para 7 of the claim statement it has been alleged by the workman that his name was sponsored by the employment exchange and he was duly

selected out of many candidates and his name was placed at serial no. 3 in the approved panel of the sub staff for regular service. Now let us see what he has deposed in his cross examination.

13. In para 2 of his statement in cross examination he has deposed that he came to know that a post of peon was vacant at Unnao Branch of the Bank. Upon that he put in an application for his appointment as a peon. He admits that the said post was not advertised by the bank. He further admits that at the time of making application his name was not registered in the Employment Exchange Unnao or any other employment exchange. His name came to be registered for the first time in 1980, and it was only in 1981, for the first time the Employment Exchange Unnao forwarded his name to the bank.

14. In para 3 of his statement in cross examination he has deposed that he was interviewed on 23-11-82. He was selected and that amongst the selected candidates his name appeared at serial no. 3. He has denied the suggestion that he was not selected.

15. Thus the facts deposed to him go to show that the facts stated by him in para 7 of the claim statement are not correct. They do not refer to the time when he was engaged in the bank in 1979. Even his case that in the interview held on 23-11-82, he was selected does not appear to be true. In his further cross examination he has deposed that it is correct that such candidates as were not selected in the interview held on 23-11-82 were given an opportunity to appear in the written test in 1984 and in the said written test of 1984 he also appeared. Had he been selected he would not have appeared in the written test held in 1984.

17. With their application dated 28-9-81, the management filed the copy of panel of Badli Sepoys. It was in the form of objection against the workman's application dt. 12-7-88 for summoning of documents. This copy of panel of Badli Sepoys was also filed by the management witness with his affidavit. It is annexure 1 to his affidavit. In the panel of Badli Sepoys the name of the workman nowhere appears.

18. Thus we find that the workman has no case at all. Hence, it is held that the action of the management in terminating the services of the workman w.e.f. 1-1-84 is neither illegal nor unjustified. Consequently the workman is held entitled to no relief.

19. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. 12012/243/87 D II (A)]

का. आ. 3130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as 3193 GI/91—8

shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt. of Punjab National Bank and their workmen, which was received by the Central Government on the 26-11-91.

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR KANPUR.

Industrial Dispute No. I.D. No. 51 of 1988

In the matter of dispute between :

Shri O. P. Sharma C/o Shri R. K. Pandey,
57/99 Lal Kuan Lucknow,
Shri Ramendra Kumar Mishra
C/o Shri V. N. Sekhari
26/104 Birhana Road,
Kanpur.

AND

The Zonal Manager
Punjab National Bank
Ashok Marg
Lucknow.

AWARD :

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/408/87-D.II(A) dt. 25-4-88 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Hindustan Commercial Bank Ltd. now amalgamated with Punjab National Bank in terminating the services of S/Shri Om Prakash and Ramendra Kumar Mishra w.e.f. 15th March 1985 and 6th June 1985 respectively is justified? If not, to what relief are the workman entitled?

On 12-8-91 despite issue of notice none appeared from the side of the workman. The case was fixed for filing of affidavit evidence on behalf of the workmen. Shri K. N. Soni appeared in respect of Shri R. K. Mishra workman but did not file his authority. He however moved an application for adjournment. However the case was adjourned to 30-9-91 with the direction that a fresh notice be issued to the workmen. Notices were issued from the office of this Tribunal on 19-8-91 but despite that none turned up on 30-9-91. It thus appears that the workmen are not interested in prosecuting their case.

2. Therefore, a no claim award is given in the case, in view of facts and circumstances stated above.

3. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/408/87-D.II(A)]

का. आ. 3131.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3131.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt. of Punjab National Bank and their workmen, which was received by the Central Government on the 26-11-91.

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR KANPUR.

Industrial Dispute No. 52 of 1989

In the matter of dispute between :

The President
PNB Employees Union
134 Sadar Bazar
Lucknow.

AND

The Zonal Manager
Punjab National Bank
Ashok Marg Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. I-12012/354/88-D.2(A) dt. 16-2-89, has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Punjab National Bank in retiring Shri Ram Asray Bill Collector w.e.f. 30-6-87 and not taking into account his date of birth as 1-12-1929 is justified? If not, to what relief is the workman entitled?

2. The Industrial Dispute on behalf of the workman Shri Ram Asray has been raised by Punjab National Bank Employees Union (hereinafter referred to as Union).

3. The case set up by the Union in brief is that the workman was appointed as neon in the erstwhile Hindustan Commercial Bank (hereinafter referred to as HCB for the sake of brevity) on 4-9-49. The said bank merged with Punjab National Bank vide Government Notification dated 18-12-86. At the time of joining of service by the workman, the management of the HCB did not mention specific date of birth of workman in the column relating to date of birth in his service record. On 27-2-58, the management of HCB vide letter copy annexure 4 called upon the workman to produce proof of his date of birth to the satisfaction of the bank. In reply the workman with his letter dated 27-8-58, copy annexure, sent to the management of the bank his horoscope, copy annexure 5 and documents of LIC of India admitting his date of birth as 1-12-29, copy annexure 6 and 7.

3. The Union alleges that on the basis of the documents produced by the workman the management of HCB rectified the date of birth of workman and noted down the correct date of birth as 1-12-1929 at the top of his service record, copy an-

nexure I. His said date of birth was also recorded in the leave register, copy annexure 9. According to the Union had the management of HCB taken his date of birth on the basis of age mentioned in the beginning in his service record, the management would have retired him in 1985 on his attaining the age of superannuation i.e. 60 years. However, after amalgamation, the management of the Punjab National Bank (hereinafter referred to as PNB) retired him from service prematurely on 30-6-87 instead of 1-12-1989. The Union has, therefore, prayed that the workman be treated as having continued in service till 1-12-1989, and be awarded all financial benefits, such as; wages, increments bonus, Provident Fund and Gratuity of the period 1-7-87 to 1-12-89.

4. The case is contested by the management of PNB. The management admit that erstwhile HCB was amalgamated with the PNB vide Government of India Notification dated 18-12-1986. Consequently upon merger, the employees on the role of the erstwhile HCB became the employees of the PNB. Such employees were issued letters of appointment and clause (4) of the letter of appointment issued to the workman clearly stipulated that he would be governed by the terms and conditions as applicable to the workman of the PNB. The PNB also laid down rules regarding admission of date birth of employees in the bank vide Staff Department Circular No. 86 of 25-5-54, copy annexure, 1. Even the Indian Banks Association vide its, circular No. PD/76/2/1182 dt. 17-6-83 sent to all the members of the Association laid down guide lines regarding admission of date of birth of employees including award staff and officers. Annexure 2 is the copy of the said circular of Indian Banks' Association. In terms of these two circulars the horoscope of the employee in support of his age cannot be treated as authenticated and acceptable. Further the age once admitted at the time of appointment by the workman cannot be altered at a later stage by the employee as per bank's rule. So far as the workman is concerned he joined the service of erstwhile HCB as a Godown Guard on 4-9-49 at bank's branch Hazrat Gani Lucknow. At the time of joining the bank's service the employees were required to execute a memo of particulars in HCB. As per declaration of the workman in the memo of particulars in column of date of birth the following words—"AGE ABOUT 24 YEARS", meaning thereby that his year of birth was 1925 are written. The copy of memo of particulars is annexure 3. Further for the sake of arguments though without admitting at the time of applying for the membership of Employees P.F. Scheme, in the erstwhile HCB in April 1951, the workman declared his age as about 24 years meaning thereby that he was born in the year 1927. The copy of the said application is annexure 4. It appears that subsequent demand by the bank from the workman regarding his age given in the year 1958 has been capitalised by the workman with a view to manipulate his age to the best of his advantage. Horoscope and LIC Certificate are not acceptable documents to the bank. The Union has given undue emphasis on unauthorised records. The management reiterates that the action of the bank in retiring the workman on

30-6-87 is in accordance with the provisions of law as well as in conformity with the provisions of Bipartite Settlement. The fact that in the leave register the workman's date of birth has been mentioned as 1-12-29 has no relevance as the same has also not been authenticated by the bank. A mere mention of such a date on such a document does not make it as an acceptable document. The management did not commit any illegality in retiring the workman on 30-6-87. Thus the Union has no case for the workman.

5. In its rejoinder it is alleged by the Union that so far as the workman is concerned circular no. 86 dated 25-5-54 of the PNB has no relevance. In the rejoinder a few additional pleas have also been raised by the Union. The Union alleges that erstwhile HCB introduced a linked group Insurance Scheme in the year 1986. The workman was also a member of the said scheme. The premium with respect to it used to be deducted from the salary of the workman every month. The workman filled up the requisite form in connection with the said scheme and it was duly certified by the management of the bank. Annexure 2 is the copy of the form. Further it is alleged by the Union that the management of PNB prepared a history sheet for the workman in February 1987 in which his date of birth was mentioned as 1-12-29.

6. In support of their respective cases both the sides have relied upon oral as well as documentary evidence. Whereas the Union has examined the workman, the management have examined Shri Mohd. Mobin Manager PNB Mayfair branch Lucknow.

7. In this case there is no dispute about the fact that the workman joined the service of HCB on 4-9-49. Ext. M. 2(An. 3 to the W. S.) is the photostat copy of memo of particulars to be submitted to head office in respect of employees at the time of their appointment in the bank's service of HCB HO Kanpur. It is in respect of the workman. Against the column of date of birth the following words appear—

Age about 24 years.

It means that at the time of joining the service the workman was deemed as born in 1925. Ext. M. 3(An. 4 to the W.) is the photocopy of application given by the workman for Employees P.F. It is dt. 25-5-51. In it against the column of date of birth the following words appear:—

Age about 24 years

It means that the workman was born in 1927. Annexure RW. 1 to the affidavit of the workman is the photostat copy of letter dt. 27-2-85 from the Agent HCB (place nowhere appears in the photostat copy) to the workman for furnishing proof in respect of his date of birth. In para 5 of his affidavit the workman has deposed that in reply to query made by the management of erstwhile bank in proof of his date of birth, he submitted his horoscope and documents of Life Insurance Corporation of India admitting his age in respect of the policy taken by him as 1-12-1929. Annexure EW.2 to his

affidavit is the photostat copy of the horoscope and annexure EW.3 & EW.4 to his affidavit are the documents regarding admission of his age by the LIC of India. Document no. EW.4 is the photocopy of letter dt. 2-7-1958 from the Divisional Manager in respect of his LIC Policy. The Divisional Manager informed the workman about the receipt of his horoscope in proof of his age in respect of his Life Insurance policy. He further informed him that he was sending to him usual age admission certificate which is nothing other than document EW.3. In the letter copy EW.4 the Divisional Manager verified workman's date of birth as 1-12-1929.

8. The case of the Union is that on the furnishing of the above documents, the workman's date of birth was rectified by the management of HCB and noted down in the service record, copy annexure 1 to the claim statement, at the top. I may state here that there is no dispute about the fact between the parties that had the date of birth of the workman been 1-12-1929, he would have retired from the bank's service on 30-11-1989.

9. Now let us examine document no. annexure 1, to the claim statement. It purports to be the photocopy of the service record of the workman as prepared by the HCB. On examination of this document I find that a note in red ink has been made at the top of the photo copy to the effect that the correct date of birth as 1-12-1929 was rectified at the spot of the record as visible clearly in the original record. This noting in the red ink does not appear to be worthy of credence entries in the statement annexure 1 to the claim statement appear upto 1986. Had his date of birth as furnished in reply been accepted by the management of H.C.B., entry regarding his date of birth as 1-12-1929 would have appeared in the service record and also in the photocopy and there would have been no need for the union to have made an entry to the above effect in red ink at the top of document annexure 1. I may state here that in para 10 of his affidavit the management witness has deposed that the service record of the workman is not available with the management of PNB.

10. In para 6 of his statement in cross examination the workman has deposed that he did not obtain the copy of his service record annexure 1 to the claim statement from the bank. According to him the same had been obtained by the Union and it were the Union which had filed it in the case. He is unable to tell us to how it was obtained by the Union. To explain these facts no office bearer has come forward to say how and when it was obtained. Another important fact to be noted is that in para 5 of his statement in cross examination the workman has deposed that the management of HCB never informed him in writing that the date of his birth as furnished has been accepted. According to him he simply learnt about it from the officials of the bank. The Union has not examined any such official to corroborate its case on the point.

11. Annexure 9 to the claim statement is the photostat copy of the register of leave in respect of the workman. In the heading portion at two places the following hand written words appear—

Date of birth 1-12-1929,

The document has been admitted by the authorised representative for the management and it has been marked Ext. W-3. However Shri Chatterjee, the authorised representative for the bank on behalf of the management has submitted that no reliance can be placed on the date of birth given in this register. Firstly, there is no column of date of birth anywhere in the register.

12. The first date of birth as 1-12-1929 is found written below the word Chhuti Ka Register and the second entry in this regard appear against Father's name. He also submits that there is no practice of writing date of birth in the leave register. It appear to me that the same office bearer of the Union has surreptitiously made such an entry in it in order to strengthen the case of the workman. Besides this register of leave, from the format, appears to have been maintained under U.P. Shops & Commercial Establishments Act, 1963. There is a column for noting down the date of employment. Had there been any requirement with regard to noting down the date of birth there must have appeared the column relating to it. I have heard the authorised representative for the Union also. According to him when date of birth is found noted in the above documents it should be taken notice of and relied upon for the purposes of determining the date of birth of the workman.

13. After hearing the two sides I find a lot of force in the submission made by Shri Chatterjee and find absolutely no force in the submissions made by Shri Dhawan. There was no sense of noting down the date of birth in this register at two places when there was no such requirement. It appears that some how or the other the Union was able to lay its hands upon this document and in order to strengthen the case of the workman made/got made entries regarding date of birth at two places.

14. Annexure EW.5 to the affidavit of the workman is the photostat copy of the nomination form of the workman regarding his LIC deposit Linked Group Insurance Scheme. In it the following hand written words appear above the certificate given by the Branch Manager.

Date of birth 1st December 1929

Shri Dhawan has argued that premium towards GIC was being deducted from the salary of the workman. So the management very well knew that the workman's date of birth was 1-12-1929. The argument does not appear to me convincing. There is no column for giving date of birth in the printed form. Columns are with regard to place, witness, designation with the address. Moreover, the certificate given by the branch manager is simply to the effect that declaration dated 16-4-1986 regarding nomination of his wife by the workman was signed by the workman before him. There is no certificate to the effect that the date of birth or any other particular given in the application for nomination are correct.

15. Now I come to the circumstances of the case on the point at issue. Ext. M1 (Annexure 2 to the written statement) is the photo copy of Private & Confidential Letter No. PD 76/Z/1162 dated 17-6-1983 from the Assistant Personnel Advisor of Indian Bank's Association to all members of the

association regarding guide lines to be observed for the purposes of date of birth of the employee. The relevant portion of the letter reads as follows—

The banks may in future require the employee to furnish the following documents as proof of his age at the time of joining service—

- (a) His matriculation or school leaving certificate granted by the Board of Secondary Education or similar educational authority, or
- (b) A certified copy of his date of birth as recorded in the registers of a municipality, legal authority or Panchayat or Register of births,
- (c) In the absence of either of the aforesaid two categories of certificates the bank may require the workman to supply a certificate from a Government Medical Officer not below the rank of an Assistant Surgeon or by the Bank's authorised medical officer indicating the probable age of the workman provided the cost of obtaining such certificate is borne by the bank.

Note.—Where exact date of birth is not available and the year of birth is only established then the 1st July of the said year shall be taken as the date of birth.

There is no doubt that it is for future application but the guide lines given in my view were even relevant at the time of entry into the service of HCB of the workman. We have seen that at the time of entry his age was given in the service record as 24 years meaning thereby that he was born in 1925. In the copy of service record Ann. 1 to the claim statement workman's Educational Qualification written as upto Hindi. Class VI. I may state here that entry regarding educational qualification of the workman has no where been challenged by the Union in its pleadings or by the workman in his affidavit. However, for the first time in his cross examination the workman has come out with the case that he had not taken education in any school. He has also said that he had not appeared in any examination of any class even privately. This statement of his cannot be believed at all in view of the facts stated above. Had he not taken any education upto class VI no such entry would have appeared in his service record. Further the Union would have surely challenged this entry also. It is nothink but an after thought. The best evidence for the Union, therefore, would have been to produce the School Leaving Certificate of the workman in proof of the date of birth of the workman. In the alternative the Union could have asked the workman to obtain the copy of Kutumb Register from the Panchayat of his Village. I may state here that in the service record, copy annexure I, his permanent address is given as Village Hafizpur District Barabanki

16. Much reliance even cannot be placed on the copy of horoscope annexure EW.2 to workman's affidavit. Firstly it could have been procured at any time. In his cross examination the workman states that he cannot say when it was procured. According to him he got it from his paternal aunt (Bua) before 1957. He admits that before 1957 he was not

aware of it. If the year of his birth is taken as 1929, he was 28 years old in 1957 and if it is taken as 1925, he was 32 years old in 1957. It is unbelievable that he would not have known the existence of the horoscope till 1957. Moreover, in the ordinary course the horoscope would have been with his family and not with his Bua.

17. Next I come to the LIC Documents on which the Union has placed reliance. The admission of date of birth of the workman by Life Insurance Corporation of India has no binding effect on the management of erstwhile HCB. The workman had taken Life Insurance Policy and Life Insurance Corporation of India had accepted the date of birth as furnished by him, to the Life Insurance Corporation of India. So it was simply a contract between the workman and Life Insurance Corporation of India and not between the workman and the management of erstwhile H.C.B.

18. From the above discussions of evidence and circumstances I come to the conclusion that the workman's date of birth as 1-12-1929 was never accepted by the management of erstwhile HCB. Further I come to the conclusion that there is no reliable evidence on record to show that the workman's date of birth is 1-12-1929. The workman should thank his stars if he was retired by the management of PNB on 30-6-1987, otherwise he would have retired on 30-6-1985 on the basis of the age mentioned in his service record. We should not forget that in 1986 HCB was under amalgamation and it was amalgamated with the Punjab National Bank in December, 1986. Naturally the management of the PNB would have taken a considerable time to study the cases of the employees of the erstwhile HCB.

19. Hence, it is held that the action of the Punjab National Bank in retiring the workman w.e.f. 30-6-87 is fully justified. The Union/workman is held entitled to no relief.

20. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.
[No. L-12012/354/88-D-II(A)]

का.प्र. 3132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा दलालबाद के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, प्रमुख में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचायत को प्रकाशित करता है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

S.O. 3132.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt of Allahabad Bank and their workmen, which was received by the Central Government on the 26-11-91.

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 183 of 1988
In the matter of dispute between :

Shri K. B. Maurya,
C/o Dr. P. C. Bajpai
990 Block Y Kidwai Nagar,
Kanpur.

AND

The Assistant General Manager,
Allahabad Bank,
Hazaratganj,
Lucknow.

APPEARANCE :

Shri M. K. Verma, Advocate, LIR, or the Management & Shri K. N. Soni, for the Workman.

AWARD :

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/70/88.D.II(A) dated 5-12-88, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Allahabad Bank in terminating the services of Shri Kunwar Bahadur Maurya and not considering him for further employment while recruiting fresh hands under sec. 25H of the I.D. Act is justified? If not, to what relief are the concerned workman entitled?

2. The workman's case in short is that with a view to avoid appointment of permanent hands and regularisation of services of employers appointed to perform the duties of a regular nature, the bank adopted unfair labour practice of appointing temporary or daily rated employees. In the same manner he was also appointed as a peon-cum-farrash at bank's Tarabganj Branch District Gonda on 18-7-83. After he had worked for 188 days upto 15-4-84, his services were terminated by the management w.e.f. 16-4-84 without any rhyme or reason. In fact he was appointed against a permanent vacancy and he had worked as a regular peon. At the time of termination of his services he was not the junior most workman. Besides after the termination of his services fresh hands were appointed without giving him any opportunity of re-employment. Thus the bank violated the provisions of Sections 25 and 25H read with section 25J I.D. Act. The bank also violated the various provisions of Sastry Award and Bipartite Settlement besides violating Articles 14, 16 & 21 of the Constitution of India and sections 9, 10, 12, 18 and 21 of U.P. Shops & Commercial Establishment Act. Their workman has therefore prayed that the action of the management of the bank in terminating his services be declared as unjustified and void and similarly the action of the bank in not considering him for further employment while recruiting fresh hands u/s 25H of the I.D. Act be declared as

unjustified and void. Lastly, he has prayed that the management be directed to reinstate him with retrospective effect with full back wages and all consequential benefits.

3. The case is contested by the management of Allahabad Bank. The management pleads that the reference order is bad in law as the subject matter of the dispute does not come within the purview of I.D. Act. According to the management the workman was never appointed as peon cum farrash against a permanent vacancy. He was deployed against vacancies of casual nature by an officer having no competence or power to appoint such person in the bank. The appointing authority for peon cum farrash as per standing rules of the bank is Regional manager and no officer below the rank of Regional Manager is vested with the power to appoint any person against this post. Besides there is specific procedure for the appointment in the service of the bank. According to it the name of the person to be appointed should be sponsored by the Employment Exchange and such person should possess the prescribed qualification. The name of the workman was never sponsored by the Employment Exchange. I am constrained to remark that the management have not taken the trouble of stating specifically as to for how many days the workman had worked and during what period.

4. In his rejoinder it has been alleged by the workman that the reference order is not bad in law. He denies that he was a casual worker. According to him the procedure to appoint only through employment exchange is not valid in law.

5. In support of their respective cases both sides have led oral as well as documentary evidence.

6. In the claim statement the workman has come out with the case that he had worked for 188 days from 18-7-83 to 15-4-84 as Peon cum Farrash at Tarabganj Branch of the Bank. But from document no. 4 of the list of his documents dated 25-7-89 proved by the workman by his affidavit it appears that he had worked only for 183 days during the said period. Document no. 4 purports to be the photostat copy of his statement dated nil issued by the Manager Tarabganj Branch showing dates of vouchers days for which wages were paid and the amount paid through each voucher.

7. Although the management have not set up any specific defence with regard to number of working days of the workman in the written statement, in evidence the management have challenged the statement with regard to number of days claimed by the workman on a few points. These are :—

- (1) That he had worked till 15-3-84 ;
- (2) That he was not paid any wages for 20 days on 14-3-84 ; and
- (3) That by means of voucher dated 15-10-83 he was paid wages for 3 days and not for 4 days as shown in the statement document no. 4 of workman's list of documents dated 25-7-89).

8. The above facts, the management, have tried to establish from the evidence of M.W. Sarabdeen Dubey

In his affidavit Shri Sarabdeen Dubey has deposed that he was manager Tarabganj Branch in 1983-84. In his cross examination he has deposed that it was he who had engaged the workman for the first time on 18-7-83. These facts have not been controverted by the workman or his authorised representative. About the rest of the facts this witness has stated not only in his affidavit but has also deposed about them in his cross examination. It follows therefore that according to the management the workman had worked for 162 days only from 18-7-83 to 15-3-84. Although it is not stated in the claim statement as well as in the rejoinder that the workman was not paid for Sundays & Holidays for the first time it was stated by him in his affidavit that he was not paid for Sundays and Holidays. The position in this regard is not disputed by the management. The management witness has deposed in his cross examination that the workman was not kept on Sundays & Holidays nor he was paid for these days.

9. Thus the dispute centres round the fact whether he had worked for 183 or 162 days excluding Sundays and Holidays. After going through the evidence on record I find that the management's evidence is far more reliable than the evidence of the workman.

10. Now let us have a look at the statement of working days as given in document no. 4, it shows that on 5-10-83 he was paid Rs. 40/- towards wages for 4 days. This is belied by the copy of payment voucher dated 5-10-83 filed by the management witness with his affidavit. It shows that actually by means of voucher dated 5-10-83 he was paid Rs. 30 as wages for 3 days. The last three entries of the above statement filed by the workman are important. These entries read as under :—

Date	No. of days	Amount.
28-2-84	2	20/-
25-3-84	13	130/-
14-3-84	20	200/-

A bare look makes entry dated 14-3-84 very doubtful. If he had been paid Rs. 20/- on 28-2-84 and Rs. 130/- on 15-3-84, there does not arise the question of payment of Rs. 200/- as wages to him 14-3-84. No attempt was made by the workman in his affidavit or in his examination in chief to explain it. Even the workman made no attempt to produce the manager who purported to have signed the statement. Even no attempt was made by the workman to summon the relevant records from the bank to explain the correct facts. Lastly, the statement nowhere bears any date. I therefore believe the management's evidence and hold that the workman had worked only for 162 days intermittently during the period 18-7-83, to 15-3-84. He had not worked till 15-4-83 as has been alleged by him.

11. The next question which arises in this regard is as to how many Sundays and Holidays, the workman can be given benefit. I have counted the number of Sundays falling between 18-7-83 and 15-3-84. They come to 34. From 18-7-83 to 15-3-84 the number of days comes to 241. Thus we see that during the period of 241 days the workman had worked only for 162 days. If we consider the matter proportionately

in this regard he can be given benefit of only 23 Sundays. Section 9 of U.P. Shops & Commercial Establishment Act lays down that every employee shall be allowed by the employer a holiday on every close day which is a public holiday, and whole day in each week provided his total period of employment in a week including any day spent on leave or holiday is not less than six days. In respect of bank holiday he can be given benefit at the most of 7 days. It will render the total number of working days of the workman during the period of 12 months preceding the date of his termination as 192 days only. This being so he cannot be said to have worked only for one year within the meaning of section 25B of the I.D. Act. From the side of the workman reliance was placed on the Division Bench Ruling in the Case of Kapurthala Central Cooperative Bank Ltd. Versus Presiding Officer Labour Court, Jullundhar 1984, Lab IE 974 (Punjab & Haryana High Court). In this case the workman was found to have put in 230 days of service during the period of one year preceding the date of termination of his services. It was held by their Lordships that termination of service of an employee on the verge of his completing 240 days service amounts to unfair labour practice. Their Lordships therefore ordered reinstatement of the employee. This is not the case over here. In the present case, the workman is falling short of 48 days of working. Therefore, in his case the provisions of section 25F I.D. Act are not applicable.

12. Since the workman has not put in one year of continuous service before the termination of his services, in his case even the provisions of section 25G read with Rule 77 and section 25H read with Rule 78 are not attracted.

13. Now let us examine the case of the workman from another angle. In para 8 of his claim statement he has set up the case that he was appointed as peon cum farrash against a permanent vacancies meaning thereby as if he was given permanent appointment. In his cross examination he admitted that his name was not sponsored by the Employment Exchange. The manager has kept him off hand. He was not issued any appointment letter. Had he been appointed against a permanent vacancy the prescribed procedure for recruitment would have been gone into by the management of the bank. Besides he would not have been made to work intermittently.

14. In his cross examination he has also stated that at the time of his engagement Shri Suresh Kumar was working as a peon. Towards the end of 1983 Shri Suresh Kumar was transferred and in his place Shri Shiv Charan was posted as peon. In his cross examination, the management witness has deposed that Shri Shiv Charan was not engaged by him but he came on transfer. He was a permanent peon, it is argued by the authorised representative for the management that Tarabganj Branch is a rural branch and looking to the strength of staff only one peon was sufficient. As pleaded by the management in the written statement the workman had been engaged of and on for doing work of a casual nature and that too on a daily wage of Rs. 10. In case of his permanent appointment he would have got a salary of a regular peon. At no time the workman raised any objection

that he should be paid the salary of a regular peon. These facts and circumstances thus go to show that he had been engaged of and on only for doing casual nature of work.

15. These facts and circumstances thus go to show that he had been engaged of and on only for doing casual nature of work. From the side of the workman it has not been disputed by his authorised representative that Tarabganj Branch is a rural branch. Looking to the facts and circumstances I find force in the contention of the authorised representative for the management.

16. Lastly it has been pleaded by the management in the written statement that the appointing authority in respect of peon cum farrash as per Standing Rules of the Bank is the Regional Manager. Although the relevant rules have not been filed the fact has been corroborated by the management witness by means of his affidavit (para 8). There has been no challenge to this fact from the side of the workman. Even if it is taken that he was given appointment by the manager the same being illegal it could not have conferred on him any right as peon.

17. Thus from the above discussions of facts and circumstances and the legal position I hold that the action of the Allahabad Bank in terminating the services of the workman and in not considering him for further employment is justified and legal. The workman is held entitled to no relief.

18. Reference is answered accordingly.

Sd|—

ARJAN DEV, Presiding Officer

No. L-12012/70[88-D.II(A)]

V. K. VENUGOPALAN, Desk Officer

सद्विधि, 6 दिसम्बर 1991

का.आ. 3133--केन्द्रीय सरकार ने यह गयाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (5) के उपबंधों के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1752 दिनांक 31 मई, 1991 द्वारा लोह श्रमक खान उद्योग को उक्त अधिनियम के प्रावधानों के लिए 8 जून, 1991 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था.

और केन्द्रीय सरकार का राय है कि लोकहित में उक्त कालावधि की छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (6) के परस्पर द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त उद्योग को उक्त अधिनियम के प्रावधानों के लिए 8 दिसम्बर, 1991 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एम-11017/12/85-डी-1(ए)]

एस.एस. पराशर, प्रवर सचिव

New Delhi, the 6th December, 1991

ANNEXURE

S.O. 3133.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government India in the Ministry of Labour S.O. No. 1752 dated the 31st May, 1991 the iron ore mining industry to be a public utility service for the purposes of the said Act, for a period six months from the 8th June, 1991;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be public utility service for the purposes of the said Act, for a further period of six months from the 8th December, 1991.

[No. S-11017/12/85-D.I(A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 27 नवम्बर, 1991

का.आ. 3134 : —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे लाईनी के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-91 को प्राप्त हुआ था।

New Delhi, the 27th November, 1991

S.O. 3134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway Jhansi and their workmen, which was received by the Central Government on 26-11-91.

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No 300 of 1989

In the matter of dispute between :

The President Rashtriya Chaturtha Shreni Rail Mazdoor Congress (Intuc) 2-236 Namnair Agra.

AND

The Divisional Rly. Manager Central Rly. Jhansi.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-41012/69/89 IR(DU) dt. 28-11-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the Divisional Rly Manager Central Rly Jhansi was justified in terminating the services of Shri Tula Ram Chakroborty w.e.f. 18-1-87? If not, what relief the workman was entitled?

2. On 28-10-91 parties representatives S/Shri Surendra Singh for the Union and Shri B N Bhattacharya for the management were present. Shri Surendra Singh moved an application on behalf of the Union praying that since the workman has been kept in service in pursuance of the order dt. 23-5-90 passed by the Central Administrative Tribunal, Allahabad, as such reference has become infructuous I do agree with the prayer made by the authorised representative, for the Union.

3. In view of the above the present reference order has become infructuous and as such it is decided accordingly.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No L-14012/69/89-IR(DU)(Pt.)]
K. V. B. UNNY, Desk Officer